

1992

Dennis Sykes, Dwane J. Sykes, Patricia Sykes, &
Johnny Iverson v. Howard F. Hatch, Marjorie S.
Hatch, Howard Hatch & Associates v. Anthony
Ragozzine, Ruth W. Ragozzine, Provo Land Title
Co. Leon Peter Pierotti & Karen E. Pierotti v. Leon
Peter Pierotti & Karen E. Pierotti : Brief of Appellee

Utah Court of Appeals

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Anthony Ragozzine; Ruth Ragozzine; Leon Peter Pierotti; Karen E. Pierotti; Howard F. Hatch; Spencer F. Hatch.

Dwane J. Sykes; Patricia Sykes; Dennies L. Sykes; Johnny Iverson.

Recommended Citation

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IN THE UTAH COURT OF APPEALS DOCUMENT

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DOCKET NO. *920470*

Case No. 920470-CA

DENNIS L. SYKES, DWANE J. SYKES)
PATRICIA SYKES and JOHNNY IVERSON,)

Plaintiffs, Appellee, and)
Cross-Appellant,)

vs.)

(Supreme Court No. 920160)

HOWARD F. HATCH, MARJORIE S.)
HATCH, HOWARD HATCH AND)
ASSOCIATES (formerly Equitable)
Realty, Inc.).)

Priority No. 29(b)(16)

Defendants and Appellants.)

Lower Court No. CV 810457127

HOWARD F. HATCH, MARJORIE S.)
HATCH, HOWARD HATCH AND)
ASSOCIATES (formerly Equitable)
Realty, Inc.).)

Counterclaimants,)
Third-Party Plaintiffs)
and Appellants,)

vs.)

ANTHONY RAGOZZINE and RUTH W.)
RAGOZZINE, PROVO LAND TITLE)
COMPANY, LEON PETER PIEROTTI)
and KAREN E. PIEROTTI,)

Third-Party Defendants)
and Appellees.)

APPEAL FROM THE SUMMARY DISMISSAL OF THE FOURTH
JUDICIAL DISTRICT COURT OF UTAH COUNTY, STATE OF UTAH
THE HONORABLE DAVID L. MOWER, PRESIDING

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Dennis L. Sykes, Johnny Iverson
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COURT OF APPEALS

IN THE UTAH COURT OF APPEALS

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| DENNIS L. SYKES, DWANE J. SYKES |) | |
| PATRICIA SYKES and JOHNNY IVERSON, |) | |
| |) | |
| Plaintiffs, Appellee, and |) | Case No. 920470-CA |
| Cross-Appellant, |) | |
| |) | |
| vs. |) | (Supreme Court No. 920160) |
| |) | |
| HOWARD F. HATCH, MARJORIE S. |) | Priority No. 29(b)(16) |
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| and Appellees. |) | |

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TABLE OF CONTENTS

| | |
|------------------------------------|---|
| TABLE OF AUTHORITIES | i |
| JURISDICTION | 1 |
| ISSUES ON APPEAL | 2 |
| STANDARD OF REVIEW | 2 |
| DETERMINATIVE STATUTES | 2 |
| STATEMENT OF THE CASE | 3 |
| STATEMENT OF FACTS | 3 |
| SUMMARY OF THE ARGUMENT | 4 |
| ARGUMENT | 4 |
| CONCLUSION | 4 |
| ADDENDA | |
| A. THIRD PARTY COMPLAINT | |
| B. THIRD PARTY COMPLAINT SECOND | |

TABLE OF AUTHORITIES

| | |
|---|---|
| <u>Gridley Associates vs. TransAmerica Insurance Co.,</u> 182 Ut. Adv. Reports, 48 (Utah 1992) | 2 |
| <u>Saunders vs. Sharp,</u> 806 P.2d 199 (Utah 1991) | 4 |

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IN THE UTAH COURT OF APPEALS

| | | |
|------------------------------------|---|------------------------------|
| DENNIS L. SYKES, DWANE J. SYKES |) | |
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| Plaintiffs, Appellee, and |) | Case No. 920470-CA |
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| Third-Party Plaintiffs |) | |
| and Appellants, |) | |
| |) | |
| vs. |) | |
| |) | |
| ANTHONY RAGOZZINE and RUTH W. |) | |
| RAGOZZINE, PROVO LAND TITLE |) | |
| COMPANY, LEON PETER PIEROTTI |) | |
| and KAREN E. PIEROTTI, |) | |
| |) | |
| Third-Party Defendants |) | |
| and Appellees. |) | |

JURISDICTION:

This Court has jurisdiction pursuant to Utah Code Annotated
Section 78-2a-3(k).

ISSUES ON APPEAL

The only issue before the Court of Appeals relating to the third-party defendant, Provo Land Title Company, is whether or not the District Court erred in dismissing Provo Land Title as a third-party defendant based upon third-party plaintiff Hatch's failure to state a claim upon which relief could be granted.

The standard of review for which the Court of Appeals should apply is as follows:

Rule 12(b) of the Utah Rules of Civil Procedure points out that a Motion to Dismiss for Failure to State a Claim upon which Relief Can be Granted is treated as a Motion for Summary Judgment once responsive pleadings have been filed with the Court.

This Court, in Gridley Associates vs. TransAmerica Insurance Co., 182 Ut. Adv. Reports, 48 (Utah 1992), sets out the standard of review for summary judgment as follows:

Since summary judgment presents for review conclusions of law only, because, by definition, summary judgments do not resolve factual issues, we review those conclusions for correctness, according no difference to the trial court. Bonham vs. Morgan, 788 P.2d, 497, 499 (Utah 1989).

DETERMINATIVE CONSTITUTIONAL PROVISIONS, STATUTES,
ORDINANCES, RULES AND REGULATIONS

Appellee is unaware of any constitutional provisions, statutes, ordinances, rules or regulations whose interpretation is

determinative of the issues at hand.

STATEMENT OF THE CASE

Third-party defendant, Provo Land Title, was first brought into this action as a third-party defendant by third-party plaintiffs Hatch. In the original Third-Party Complaint naming Provo Land Title (a copy of which is attached as Addendum A), the Hatches made reference to Provo Land Title in its Statement of Facts; however, they failed to state any claim for relief against Provo Land Title.

In 1983, after at least two prior amended answers, Hatch filed an Amended Answer (third), Amended Counterclaim and Third-Party Complaint (second). It is that pleading upon which Judge Mower based his ruling that third-party plaintiffs failed to state a cause of action upon which relief could be granted.

It is the ruling of the Trial Court determining that third-party plaintiffs Hatch failed to state a claim upon which relief could be granted against Provo Land Title Company, which forms the basis of this appeal.

STATEMENT OF FACTS

1. Appellee is unable to construct a statement of facts because appellant has raised no factual issues in their Brief to this Court. In the entire Statement of Facts submitted by the appellant, Provo Land Title is never even mentioned. The only time

Provo Land Title is mentioned is in the two sentence argument which states:

The lower court has summarily dismissed our counterclaims against the plaintiffs and our Third-Party Complaint against Provo Land Title. In granting summary dismissal of our claims, it has completely overlooked and disregarded our very substantial case on many of the causes of action, at the very least.

SUMMARY OF THE ARGUMENT

A Judgment of Dismissal for failure to state a cause of action upon which relief can be granted is treated as a Motion for Summary Judgment once responsive pleadings have been filed with the Court. It is incumbent on the appellant to demonstrate that the pleadings properly raised a factual issue and that they properly plead a claim for relief. Appellants, in their Brief, make no mention of any factual allegations which demonstrate that the Trial Court was incorrect in dismissing for failure to state a claim upon which relief can be granted.

ARGUMENT

Appellant has the burden of marshaling the evidence in the Trial Court and then demonstrating based upon the evidence that the Trial Court was incorrect in its decision. (See Saunders vs. Sharp, 806 P.2d 199 (Utah 1991)). The justification in the Trial Court for dismissing the case for failure to state a claim upon which relief can be granted is borne out by a total lack on the part of the appellant to even address the factual issues at this

late date in their Brief. There is absolutely no discussion, as to what their claims are against Provo Land Title or what they are claiming they are entitled to by way of relief. The entire brief contains only a short conclusory statement that it was improper for the Trial Court to dismiss the case because appellant claims there are factual issues precluding such a ruling. Appellant then stops in its discussion and totally fails to address any factual issue relating to Provo Land Title.

Although the standard of review for dismissals based upon failure to state a claim are reviewed for correctness by the appellate court it becomes evident in reading the other rulings entered in connection with the dismissal that the trial court was in reality dismissing due to the party's failure to prosecute. After the appellant had been given numerous opportunities to amend their pleadings over more than a ten year period the Hatch's still had not structured the pleadings in form to state a claim against Provo Land Title. Based upon the forgoing the Court of Appeals should review this matter based upon an abuse of discretion standard.

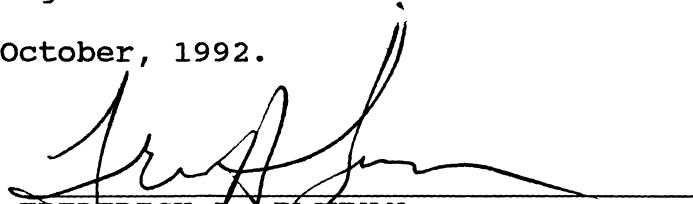
Based thereon, it was proper for the Trial Court to dismiss third-party plaintiffs cause of action against Provo Land Title.

CONCLUSION

Appellee, therefore, respectfully requests this Court to

affirm the District Court's ruling dismissing appellant's Complaint against Provo Land Title based upon appellant's failure to state a claim upon which relief can be granted.

DATED this 9 day of October, 1992.



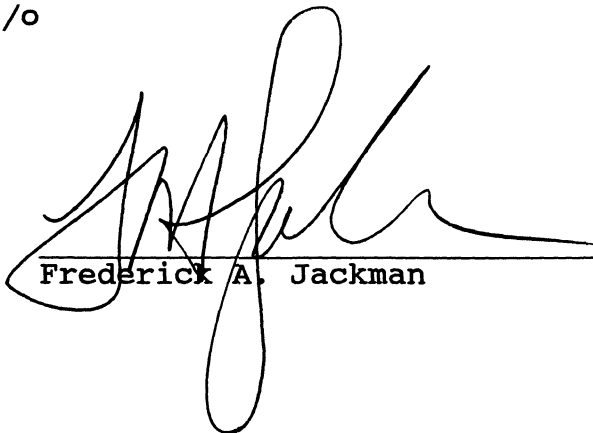
FREDERICK A. JACKMAN
Attorney for Provo Land Title Co.

MAILING CERTIFICATE

I hereby certify that on the 9 day of October,
1992, I mailed a true and correct copy of the foregoing, postage
prepaid, to:

Howard F. Hatch, et al.
843 South 1150 East
Pleasant Grove, Utah 84602

Dennis L. Sykes, Johnny Iverson
Patricia & Dwane J. Sykes, c/o
1511 South Carterville Road
Orem, Utah 84058



Frederick A. Jackman

ADDENDUM A

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(801) 377-3400

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

DENNIS L. SYKES, DWANE J. SYKES,
PATRICIA SYKES AND JOHNNY IVERSON,

Plaintiffs,

vs.

AMENDED ANSWER
COUNTERCLAIM, AND
THIRD-PARTY COMPLAINT

HOWARD F. HATCH, MARJORIE S. HATCH,
HOWARD HATCH & ASSOCIATES, (formerly
EQUITABLE REALTY, INC.)

Civil No. 57,127

Defendants.

HOWARD F. HATCH, MARJORIE S. HATCH,
HOWARD HATCH, & ASSOCIATES (formerly
EQUITABLE REALTY, INC.)

Third-Party Plaintiffs,

vs.

ANTHONY RAGOZZINE AND
RUTH W. RAGOZZINE,
PROVO LAND TITLE COMPANY,
LEON PETER PIEROTTI AND
KAREN E. PIEROTTI,

Third-Party Defendants.

Comes now the Defendants, Howard F. Hatch, Marjorie S. Hatch, Howard Hatch and Associates (formerly Equitable Realty, Inc.), by and through Howard F. Hatch, for and on behalf of himself, his wife, and the corporation of which he is president, and submits the following Amended Answer and Counterclaim to the Complaint by Dennis L. Sykes, et al. on file herein as referenced above and make a Third-Party Complaint against Third-Party Defendants, Anthony Ragozzine and Ruth W. Ragozzine, Provo Land Title Company, Leon Peter Pierotti and Karen E. Pierotti.

ANSWER

In response to the specific allegations contained in the above-referenced complaint, Defendants specifically admit, deny, or allege as follows:

1. Defendants lack sufficient knowledge to admit or deny that Dennis L. Sykes is a resident of Anchorage, Alaska as alleged in Paragraph 1 of Plaintiffs' Complaint. Defendants have never met or talked to said Dennis L. Sykes even though his name appears on several documents used in connection with a real estate transaction between the Defendants and Dwane J. Sykes, one of the named Plaintiffs, which had as its basis, an Option for Sale of Real Estate dated 6 June, 1974. It was, however, Defendants understanding that Dennis L. Sykes was purely a straw man for and in behalf of said Dwane J. Sykes for the purpose of effecting the transaction in a way incurring to the personal advantage of Dwane J. Sykes for reasons unknown to Defendants. It is believed by Defendants, however, that Mr. Dennis L. Sykes never at any time had any genuine interest in the property, that he failed in fact to provide any consideration whatsoever for his purported interest and that his involvement in the transaction was purely a fiction to enable Dwane J. Sykes to obtain some advantage, the true basis for which Defendants are unaware.

2. Defendants admit that, to the best of their knowledge and belief, Dwane J. and Patricia Sykes are residents of Orem, Utah County as alleged in Paragraph 2 of Plaintiffs' Complaint. They further believe that Johnny Iverson is a resident of Utah County living in the area of America Fork but have no evidence to indicate that he actually lives within the City limits of said community.

3. Defendants admit Paragraphs 3, 4, and 5 of Plaintiffs' Complaint.

4. In answer to Paragraph 6 of Plaintiffs' Complaint, Defendants admit that on or about the 6th day of June, 1974, they did enter into an Option for Sale of Real Estate, the terms of which were later incorporated in a Uniform Real Estate Contract dated November¹³, 1974. This led to the execution of a Warranty Deed dated May 26, 1975 with Howard F. Hatch and Marjorie S. Hatch as grantors, and Dennis Lynn Sykes, a single man,

as grantees, copies of which are attached hereto as Exhibits 1, 2, and 3 respectively. Defendants deny that they, or any of their agents representing them, ever agreed to grant an Option to any additional property in connection with the above-referenced agreements and that the only property Plaintiffs have any claim whatsoever on, which belongs or belonged to Defendants, is that portion referred to as the south approximate 3.25 acres which was described in the documents marked Exhibits 1, 2, and 3.

5. Defendants have no knowledge upon which to base a belief as to the validity of the assertion made in Paragraph 7.

6. Defendants categorically deny that the handwritten Option for Sale of Real Estate referred to in Paragraph 8 of Plaintiffs' Complaint is germane in any way to the terms agreed upon by the parties in connection with the Option granted the 6th day of June, 1974, a copy of which is marked Exhibit 1 and attached hereto, and affirmatively assert that only those terms and conditions as stated in the duly executed Option governed in any way the transaction as effected between the parties. Defendants further affirmatively allege that the Notice of Interest referred

to and which was attached by Plaintiffs as Exhibit C is a fabrication in whole cloth by what appears to be the hand of Plaintiffs, that it was neither prepared by the Defendants, nor has ever been seen prior to the commencement of this action by the Defendants, nor was ever countenanced or approved by the Defendants and that the initials which purport to be those of the Defendants on the bottom of the instrument have been placed there by some other person or persons than the Defendants, and therefore Defendants do deny that the document attached to Plaintiffs' Complaint and marked Exhibit C is a valid document. Furthermore, Defendants would deny that Plaintiffs had any right whatsoever to execute said document and that such constitutes an unjustified cloud on the title of Defendants property. Defendants further make the observation that such a Notice of Interest would have had validity only in the case where it reflects the existence of some other underlying document which it alleges to memorialize. Defendants admit that an agreement was entered into between the Plaintiffs and Defendants as to the sale of approximately 3.25 acres which is more formally described in the documents referred to above and marked as Exhibits 1, 2, and 3 and attached hereto. Defendants deny categorically Plaintiffs' claim in subparagraph (b) of Paragraph 9 of Plaintiffs' complaint and deny that Plaintiffs were ever given the right to purchase the north property on terms equivalent to the purchase of the south portion.

8. Defendants have no immediate recollection of having received the Assignment of Contract referred to in Paragraph 10 of the Plaintiffs' Complaint and marked as Exhibit E attached thereto but fail to see any relevance of said document to the subject case and would therefore put the Plaintiffs upon their burden of proof to show the relevance and establish the authenticity of said document.

9. Defendants were in no way a party to the transaction referred to in Paragraph 11 of Plaintiffs' Complaint, have therefore no knowledge upon which to base a belief as to the validity of the claim made therein and would therefore put Plaintiffs on their burden of proof to establish the relevance and/or validity of their assertions made therein.

10. Defendants admit that sometime during the summer of 1975, the Plaintiffs, Dwane J. Sykes and Patricia Sykes did notify Defendants of Plaintiffs' desire to obtain a Warranty Deed to the property they had purchased commonly known as the south portion and referenced in the documents attached hereto as Numbered Exhibits 1, 2, and 3, but categorically deny that any discussion was ever had as to what they allege in Paragraph 12 and 13 as a right to exercise an option on the north portion of the property and deny that a check in any amount was ever tendered to the Defendants for the purchase thereof except such monies as were being tendered to complete payment of the portion of the property they had taken under option and which is described as Numbered Exhibit 1 attached hereto.

11. Defendants acknowledge that Plaintiff tendered the amount due under the option and contract referenced herein as Exhibits 1 and 2 for the purchase of the south property and subsequent to acceptance of said tender, did in fact give a Warranty Deed to the property in question governed by the referenced documents and for which the money was being paid.

12. Defendants have insufficient knowledge to admit or deny Plaintiffs' assertions in paragraph number 14 of Plaintiffs' Complaint and therefore put Plaintiffs upon their burden of proof in reference to said assertion.

13. Defendants deny that the Plaintiffs ever made a demand upon Defendants for the exercise of a purported option on the north portion of the property that they ever tendered any amount to defendants for same prior to 1980 as alleged in Paragraph 15 of Plaintiffs' Complaint. Furthermore, Defendants deny having ever received any correspondence from Plaintiff dated May 19, 1975 having anything whatsoever to do with a purported Option to the north property.

14. Defendants deny that Plaintiff at any time prior to 1980 ever even asserted the right to purchase Defendants' property, commonly referred to as the north portion as they allege in Paragraph 16 of the Plaintiffs' Complaint, that Plaintiffs ever had any such right or that Plaintiffs ever tendered any sums for the exercise of any alleged option for said property and that when Plaintiffs did make such demands in the early part of 1980, these demands were immediately denounced as having no validity whatsoever and that all such attempts by Plaintiffs were fraudulent. Furthermore, the Defendants complained to the Utah County Attorney's Office that an attempt was being made upon them to extort them by resorting to a multiplicity of false accusations and charges threatened by the Plaintiffs in an attempt to gain such advantage.

15. In response to Paragraph 17 of Plaintiffs' Complaint, Defendants admit that they had no agreement with Mr. Ragozzine governing the release or partial release of any portion of the property they were then purchasing from Mr. Ragozzine prior to full payment but affirmatively assert that this was clearly explained to Plaintiffs at the time Defendants and Plaintiffs entered into the agreements marked Exhibit 1, 2, and 3. Defendants further affirmatively allege and complain that Plaintiffs interfered in a business relationship between Defendants and said Anthony and Ruth Ragozzine in an attempt to obtain an economic advantage by so doing in that they solicited from Mr. and Mrs. Ragozzine a monetary reward for forcing Defendants to pre-pay the contract balance in advance of the time set forth in the contractual agreement.

16. Defendants have no direct knowledge upon which to base a belief as to the validity of the assertions made in Paragraph 18 of Plaintiffs' Complaint and therefore put Plaintiffs on their burden of proof to establish the accuracy and relevancy of said claim.

17. Defendants categorically deny that Plaintiffs ever tendered any monies in excess of those required under their Purchase Agreement in order to obtain clear title to the south portion of the property which they were purchasing as alleged in Paragraph 19 of Plaintiffs' Complaint, and which was governed by the documents referred to hereinabove and identified as Exhibits 1, 2, and 3 attached hereto. Further, Defendants deny any knowledge of the Plaintiff having prepared a Warranty Deed for Defendants execution other than one that they may have prepared in connection with the purchase of the south portion of the property.

18. Defendants admit that they have willfully and intentionally refused to acknowledge any alleged right of Plaintiffs to exercise an Option to Purchase for the north portion of the property as alleged in Paragraph 20 of Plaintiffs' Complaint for the simple reason that no such option was ever given and that Plaintiffs never at any time prior to 1980 asserted any such purported right to purchase said north portion:

19. Defendants deny assertions made by Plaintiffs in Paragraph 21 of Plaintiffs' Complaint stating that defendants refused to pre-pay their predecessors in interest, rely upon the fact that they did, even by Plaintiffs' own admission, provide good and sufficient title during the summer of 1975, all within what Plaintiffs believe to have been the requirements made of them under the terms of the Uniform Real Estate Contract referred to herein and identified as Numbered Exhibit 2.

20. Defendants have no knowledge upon which to base a belief as to the correctness of Plaintiffs' assertions made in Paragraphs 22, 23, and 24 of Plaintiffs' Complaint and therefore put Plaintiffs upon their burden of proof as to the relevancy and correctness of said assertions.

21. Defendants deny any responsibility for what Plaintiffs allege to be the case in Paragraph 25 of Plaintiffs' Complaint.

22. Defendants do not deny the uniqueness of the property referred to commonly as the north portion but deny that Plaintiffs were ever given the right to purchase said property as they assert in Paragraph 26 of Plaintiff's Complaint.

23. Defendant, Howard Hatch, admits that he was both the seller of the subject property and the licensed real estate broker for the real estate company handling the transaction involving the sale of the south portion of the property to Mr. Sykes as stated in Paragraph 28 of Plaintiffs' Complaint.

24. Defendants deny ever interfering with the Plaintiffs' performance of their contract as alleged in Paragraph 29 of Plaintiffs' Complaint.

25. Defendant, Howard Hatch, denies that he had any duties to Plaintiffs as alleged in Plaintiff's Paragraph 30 since he did not represent Plaintiffs in said transaction and that if he had any duty to handle said transaction in a "fashion that proceeded without misunderstanding or technical difficulty" it would have been to the State of Utah, Real Estate Division, under which he exercised his broker's license. Defendant further asserts and affirmatively alleges that everything he did in connection with the sale of the property referred to in the documents marked Exhibit 1, 2, and 3 attached hereto were done in a proper fashion, in correct order, and in a way as to avoid any misunderstanding or technical difficulty.

26. Defendant, Howard Hatch, denies having violated any duties either to the State of Utah or what Plaintiffs allege to have been duties toward them or that he acted in any way improperly in the transactions referred to or that he failed to memorialize any part of the agreement which was, in fact, entered into by the parties or that he interfered in any way with the Plaintiffs' contractual relationships with the Ragozzines or with their ability to perform their contract as Plaintiffs allege in Paragraph 31 of Plaintiff's Complaint.

27. With reference to subparagraph (a) of Paragraph 31, the Defendant, Howard Hatch, denies attempting to "proceed with the unsigned agreement" between the parties as alleged, that he did in fact refuse to acknowledge any agreement between the parties until there was in fact a meeting of minds as indicated by the Option granted dated June 6, 1974, which agreement contained all of the terms and conditions agreed to by the parties governing the said transaction and is identified as Exhibit 1.

28. Defendant, Howard Hatch, admits typing the Option Agreement referred to herein as Exhibit 1 but denies that it was in any means a retyping of the handwritten Option as Plaintiffs allege in subparagraph (b) of Paragraph 31 of Plaintiffs' Complaint or that it had in some way to do with the actual terms of the transaction. Defendant, Howard Hatch, admits that he was well aware that his wife, Marjorie Hatch, was a joint holder of the title but denies any wrongdoing in excluding her name on the documents since he customarily acted as her agent in the buying and selling of real property which they commonly held in joint tenancy.

29. Defendant, Howard Hatch, admits having not included in the Option for Real Estate marked Exhibit B of the Plaintiffs' Complaint and referred to in subparagraph (c) under Paragraph 31 which Plaintiffs allege would have made reference to an Option to Purchase the north portion

of the property for the simple reason that no such agreement was ever reached and further denies having taken any purported Memorandum note as alleged by the Plaintiffs and states that to his knowledge no such note ever existed.

30. With reference to subparagraph (d) of Paragraph 31 of the Plaintiffs' Complaint, Defendant, Howard Hatch, denies ever having interfered with what has been alleged to be an attempt by Mr. Clifford D. Foutain to obtain the signature of Defendant, Marjorie Hatch, on the Option Agreement marked was Exhibit 1 herein, and affirmatively alleges that there never was any document executed by Defendants which made reference to the north portion of the property as has been previously stated and Defendants believe the so-called Notice of Interest in Real Property marked Exhibit C of Plaintiffs' Complaint to be a document totally without merit, and which has been completely fabricated by Plaintiffs.

31. Defendant, Howard Hatch, denies ever having interfered with Plaintiffs' attempt to purchase property owned by Anthony and Ruth Ragozzine as alleged in subparagraph (e) under Paragraph 31 of Plaintiffs' Complaint or that he ever purposely bid against Plaintiffs for the said property. On the contrary, it was the Ragozzines who approached the Defendant, Howard Hatch, in an effort to interest him in the purchase of the property in opposition to an offer which Plaintiff, Dwane J. Sykes, had made to him and which he felt to be an adequate one. But since he did not trust Mr. Sykes to perform as agreed and said he preferred to do business with Defendants, he invited an offer from them. Consequently, Mr. Hatch did make an offer on the property which was declined by Mr. Ragozzine because it was inferior to the one Mr. Sykes had made him either in total price or in the amount of downpayment being paid. Mr. Ragozzine attempted to entice Defendant to better the offer, but Mr. Hatch declined to do so saying that he was not interested in getting into a bidding situation with Mr. Sykes.

Defendant, Howard Hatch, denies that the purchase of the Ragozzine home had anything whatsoever to do with any alleged option given to Mr. Sykes for the north property and sees no logical connection between his purchase of the Ragozzine property and what he alleges to be an option given him for the purchase of the north property since it represented absolutely no valuable consideration to Defendants. Defendant, Howard Hatch, denies that his having made an offer on the Ragozzine property constituted in any way a contravention of his agreement to fully cooperate with the buyer in obtaining a release of the portion of the property to the south so that Plaintiff, Sykes, could build a home thereon.

32. With reference to subparagraph (f) and (g) of Paragraph 31 of Plaintiffs' Complaint, Defendant, Howard Hatch, denies that he failed to or refused to perform any agreement which he made with the Plaintiffs or that he pretended to be unaware of the Option Agreement (and only Option Agreement) which existed between the parties and which is identified herein as Exhibit 1; nor has Defendant at any time denied a relationship with Dwane J. Sykes since he was the only party with whom any of the dealing took place. He admits only that at one point in time he challenged Dwane J. Sykes as to what right he had to make demands on Mr. Hatch since the property acquisition was in fact made by his brother, Dennis L. Sykes, but that was in an effort to clarify exactly who the real purchaser was.

33. Defendant, Howard Hatch, denies ever having refused to provide evidence of good title as alleged in subparagraph (h) of Paragraph 31 or that he ever threatened to foreclose the contract except for non-payment.

34. Defendant, Howard Hatch, denies the allegations made in subparagraph (i) of Paragraph 31 of Plaintiffs' Complaint.

35. Defendants deny Plaintiffs' allegations made in Paragraph 32, 33, 34, 35, 36, and 37 and therefore put Plaintiffs upon their proof for all such allegations.

36. Defendants deny the allegations made in Paragraph 39 of Plaintiffs' Complaint.

37. Defendant, Howard Hatch, has no knowledge upon which to base a belief as to the allegations made in Paragraph 40 of Plaintiffs' Complaint and therefore denies the same.

38. Defendant, Howard Hatch, denies Plaintiffs' allegations in Paragraph 41.

39. Defendant, Howard Hatch, denies any wrongful acts as alleged by Plaintiffs in Paragraph 42 of Plaintiffs' Complaint. Defendant, Howard Hatch, does admit that on one occasion he did cut down pyrocantha shrubs and other trees on his own property and is at a loss as to how Plaintiffs can claim that it was on his own property and denies that he ever threatened Dwane J. Sykes with a chain saw or any other instrument and puts Plaintiffs on their burden of proof for any of the other allegations made in subparagraphs (a) through (m) of Paragraph 42 of Plaintiffs' Complaint except that certain fish were caught out of the pond which is and has, since 1975, been owned jointly by the Plaintiffs, Sykes, and the Defendants, Hatches, and that the Hatches were within their right to do so on that basis.

40. Defendants deny the Plaintiffs' allegations made in Paragraph 43 and 44 of Plaintiffs' Complaint.

41. Defendants deny any responsibility for any alleged wrong doing as indicated by Plaintiffs in Paragraphs 46, 47, or 48 of the Plaintiffs' Complaint.

42. Defendants have insufficient knowledge upon which to base an absolute denial of Paragraph 50 of Plaintiffs' Complaint but believe, upon the best of their knowledge and information, that Mr. Johnny Iverson did in fact

purchase the property belonging to Leon and Karen Pierotti but that never at anytime prior to the filing of the subject Complaint, did Plaintiff, Sykes, ever acknowledge that Plaintiff, Johnny Iverson, was acting on his behalf.

43. Defendants admit having sold to the Pierottis a portion of the property but deny any wrong doing connected thereto as alleged in Paragraphs 51, 52, 53, 54, 55, and 56 and further affirmatively allege that at no time did the Pierottis pay taxes on any property that they had except that which they had purchased under contract and which was clearly spelled out in the contract or that Hatch was guilty of any wrong doing in connection with said taxes.

44. In response to Paragraph 57 of Plaintiffs' Complaint, Defendants admit that someone has been paying recent taxes on the property without their permission or authorization and that a letter of inquiry has been directed to the County requesting information as to the party making such unauthorized payments as to their identity but to date no response to said inquiry has been received. Defendants deny the right on the part of Iverson or Pierottis to obtain possession of any portion of the property other than that which they specifically purchased under the contract agreement.

45. In response to Paragraph 58 of Plaintiffs' Complaint, Defendants admit that Pierottis did clear a portion of the property beyond his boundary line with Defendant, Hatch's, permission only as a favor to him in allowing him to extend the usable area of their back yard. Defendant, Hatch, does admit that at one time the discussions were had between Pierottis and Hatches as to the possibility of trading some additional back yard property for what had been sold on the contract to Pierottis, to wit, a five-foot portion which exceeded their fence line to the south of the Pierotti house.

46. In answer to Paragraph 59 of Plaintiffs' Complaint, Defendants deny that Plaintiffs have any right whatsoever to any portion of the property beyond the property described in the legal descriptions on the respective conveyances. Defendants deny any wrong doing in connection with the sale of the property to Pierottis as alleged in Plaintiffs' Paragraph 61 through 63 and affirmatively allege that Plaintiff, Johnny Iverson, has breached the provisions of the contract between Hatch and Pierottis which provided that any subsequent sale would require, and provide for Hatch to have a first right of refusal over said property as to price and terms, etc. It is believed, and therefore alleged by the Defendants, that the party who presently claims title to the property is in fact Dwane J. Sykes, which would constitute a subsequent sale or conveyance which would therefore be in violation of the original contract with Pierotti. A copy of said Contract is attached as Exhibit 4.

47. Defendant, Howard Hatch, denies willful trespass as alleged in Paragraph 66 of the Plaintiffs' Complaint. and affirmatively alleges it is the Plaintiffs who are guilty of willful trespass and of wrongfully utilizing Defendants' property for their own purposes, completely without authority from Defendants and contrary to repeated requests and warnings.

48. Defendants deny any obligation to reform the Deed or to alter the terms, conditions, or legal description of the property as conveyed by the Warranty Deed attached hereto as Exhibit No. 3 as alleged by Plaintiffs in Paragraphs 68 through 71.

WHEREFORE, Defendants pray that Plaintiffs take away nothing, that Defendants' title be quieted with respect to Plaintiffs' false claims against same and that Defendants be granted their attorney's fees and all court costs incidental to subject action.

COUNTER CLAIM AND THIRD-PARTY COMPLAINT

COMES NOW, Howard F. Hatch, for and in behalf of himself, his wife, Marjorie S. Hatch, and the corporation for which he is president, Howard Hatch and Associates (formerly Equitable Realty Inc.) hereinafter referred to as "Hatch" and counter claims against Plaintiffs and makes a Third-Party Complaint against the Third-Party Defendants, Anthony Ragozzine and Ruth W. Ragozzine, his wife; Provo Land Title Company; and Leon Peter Pierotti and Karen E. Pierotti, his wife, as follows:

1. Howard Hatch and Associates is a Utah Corporation originally formed under the name Equitable Realty, Inc. according to the laws of the State of Utah with its principal office in Provo, Utah. Howard F. Hatch and Marjorie S. Hatch are residents of Utah County.

2. Third-Party Defendants, Anthony Ragozzine and Ruth W. Ragozzine are residents of Hurricane, Washington County, Utah.

3. Provo Land Title Company is a Utah Corporation organized under the laws of the State of Utah with its principal office at 255 East 100 South, Provo, Utah.

4. Third-Party Defendants, Leon Peter Pierotti and Karen E. Pierotti are residents of Orem, Utah County, Utah.

5. The contracts entered into which form the basis of Counter-Claim and Third-Party Complaint were entered into in Utah County.

6. On or about March 23, 1975, or subsequent to that time and prior to July 25, 1975, Third-Defendants, Anthony Ragozzine and Ruth W. Ragozzine endorsed in blank a water certificate describing 1.2 shares of West Smith Ditch irrigation water and delivered it into the hands of Third-Party

Defendant, Provo Land Title Company, with the intention that said water shares be turned over to Third-Party Plaintiffs, Howard F. and Marjorie S. Hatch, as per the terms of their contract with Equitable Realty, Inc., dated 1 November, 1971, a copy of which is attached as Exhibit 5 and as further reiterated in the Warranty Deed marked and attached hereto as Exhibit 6.

7. On or about July 25, 1975, Hatch executed a Warranty Deed to Sykes, a copy of which is attached hereto as Exhibit 3, previously referred to in Defendants' Answer, which deeded to Sykes approximately 3.25 acres of land on Carterville Road commonly referred to in this Answer and in Plaintiffs' Complaint as the south portion and carried with it .6 shares of West Smith Ditch to grantees.

8. Plaintiff, Dwane J. Sykes, at some point thereafter made demand upon Provo Land Title Company for delivery of the said water certificate well knowing that said water shares belonged to Howard F. and Marjorie S. Hatch, did with malice aforethought and fraudulent intent order Mr. Melvin Ludlow, the Secretary of the West Smith Ditch Water Company, to record all 1.2 water shares in Sykes' name.

9. Said act was not discovered by Hatch until the following irrigation season at which time Hatch made demand on Dwane J. Sykes to rectify his action which he, Sykes, characterized as a mistake.

10. In his letter of September 10, 1976, Hatch made demand upon Dwane J. Sykes, to correct the action which had been taken and to order Mr. Melvin Ludlow to restore to Hatch, the .6 share of said West Smith Ditch irrigation water which was that portion of the water to have been retained by them.

11. In spite of such demand, Sykes failed or refused to correct the action which he had characterized as a mistake but which we have reason to believe was intentionally fraudulent on his part.

A 12. In January of 1977, Hatch obtained counsel of Ronald J. Schiess, Attorney-at-Law, who had recently moved from Grass Valley, California, and who was then practicing law in the State of Utah, to follow through on this matter and obtain redress for the wrong Dwane J. Sykes had done them. Mr. Schiess made demand upon Mr. Sykes to redress the wrong he had committed, and at the same time notified Third-Party Defendants, Provo Land Title Company, and Mr. and Mrs. Anthony Ragozzine to assist in rectifying this wrong. Mr. Sykes stubbornly refused to do as requested and Third-Party Defendants, Provo Land Title Company and Mr. and Mrs. Anthony Ragozzine either failed or refused to lend any assistance in correcting the matter.

13. During the intervening time, Hatch, made several demands upon Sykes to correct the matter but all without success. On November 21, 1978, Hatch renewed his demand upon Mr. Ragozzine to perform his requirements as outlined under the Uniform Real Estate Contract by and between the parties in conveying the water shares to them which were called for in both the Uniform Real Estate Contract and the Warranty Deed.

14. During all this time, Dwane J. Sykes was taking other liberties with the property which did not rightfully belong to him such as trespassing thereon, keeping and maintaining horses in the wet pasture portion of the property belonging to Defendants, Hatch, picking the cherries and black berries on the property, posting signs on the property without the permission of the owner, utilizing the half of the pond belonging to Hatch, without their permission, dredging materials from the pond and depositing it on Hatch's property, and many other serious and flagrant violations of the property rights belonging to Hatch.

15. Hatch reiterated his demands on Dwane J. Sykes in a letter dated February 15, 1980 but without any successful result.

11 16. On August 11, 1980, Hatch reiterated his previous demands made in the letter of February 15 and warned Mr. Sykes against his further trespasses on the property which included the posting of a sign on the property which it is believed by Hatch constitutes a slander of title as well as interference in a business relationship with regard to business had by Hatch with Zions First National Bank as well as Mr. Sykes involvement in an attempt to circumvent the provisions of the Uniform Real Estate Contract by and between Hatch and Third-Party Defendants Pierottis.

17. On or about February 15, 1980, Plaintiff, Dwane J. Sykes, appeared at the office of Defendant, Hatch, handing him a long list of threats intending to coerce the Hatches into a forced sale of the north portion of the property based on what he, Dwane J. Sykes, alleged to be a verbal option granted him for the purchase of the north portion of the property but which claims Defendants, Hatch, vigorously denied, and which demands Hatch refused categorically to comply with. Thereafter, Sykes attempted on various occasions to bring pressure to bear on Defendants, Hatch, to force them to do so.

18. Shortly after these demands were made on Defendants, Hatch, in February, 1980, a Complaint was filed with the County Attorney's Office charging Sykes with attempted extortion.

19. On or about October 3, 1980, Dwane J. Sykes and/or Dennis L. Sykes caused to be recorded of record in the Office of Utah County Recorder, an instrument entitled Notice of Interest in Real Property which purports to be notice of an existing option to purchase property belonging

to Defendants, Hatch, and referred to herein as the north portion of the subject property, which action constitutes a slander of title on Defendants' property.

20. Furthermore, Dennis L. Sykes, and/or Dwane J. Sykes, either affixed or caused to be affixed feloniously the initials of Howard F. Hatch and Marjorie S. Hatch to the above-referenced document entitled Notice of Interest in Real Property and recorded in the Office of Utah County Recorder October 3, 1980. During the spring and/or summer of 1980, Dwane J. Sykes removed from the premises belonging to Defendants, Hatch, a "For Sale" sign bearing the name of Equitable Realty which advertized for sale the property which had been listed with said company which action represents trespass and interference in a business relationship.

21. Furthermore, Dwane J. Sykes either posted or caused to be posted on Hatches' property a sign containing the following warning: "This land is not for sale, any prospective buyer would be buying a lawsuit. D. Sykes, owner." It is believed by Defendants that said action by Sykes, represents a flagrant slander of title and should be severely penalized by the Court.

22. That on or about 30 July, 1973, Hatches entered into a Uniform Real Estate Contract with Third-Party Defendants, Leon Peter Pierotti and later by amendment Karen E. Pierotti, his wife, for the sale of the house located approximately 1525 South, Carterville Road; which transaction is more fully described in the Uniform Real Estate Contract attached as Exhibit 4 and which contains in Paragraph 20 the following provision: "Seller shall have the first right of refusal on any and all subsequent sales of said property."

23. On or about September 14, 1979, Leon Peter Pierotti and Karen E. Pierotti, as sellers, and Johnny M. Iverson, as buyer, entered into an agreement whereby the Uniform Real Estate Agreement as described in the previous paragraph was assigned to Plaintiff, Johnny M. Iverson. Subsequent to said assignment, the subject property was in fact assigned to Dwane J. Sykes, surreptitiously and without complying with the provisions of paragraph 20 in the original Uniform Real Estate Contract referred to hereinabove.

WHEREFORE, Defendants, Hatch, prays for judgment on its Counter Claim and Third-Party Complaint as follows:

1. An Order by the Court decreeing that .6 shares of West Smith Ditch Water Company presently in Sykes' name be recorded in favor of Counter Claimants, Howard F. Hatch and Marjorie S. Hatch.

2. That Counter Claimants be awarded Ten Thousand and no/100 Dollars (\$10,000.00) in punitive damages against Dwane J. Sykes, Patricia Sykes, and Dennis L. Sykes, who wrongfully appropriated the water shares which, as they were fully aware, belonged to Counter Claimants, Hatch.

3. For Five Thousand and no/100 Dollars (\$5,000.00) actual damages to Counter Claimants' property due to lack of irrigation water during the irrigating seasons of 1976 through 1980 which was needed for the support of the trees, shrubs, bushes, and flowers, many of which died.

4. For One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) actual damages for the use of the wet pasture that Sykes not only utilized by rented out and collected rents on.

5. That Counter Claimants, Hatch, be awarded punitive damages in the amount of Five Thousand and no/100 Dollars

(\$5,000.00) against Plaintiffs, Sykes, for their continued trespasses on the property despite repeated warnings given them by Counter Claimants.

6. For Five Hundred and no/100 Dollars (\$500.00) actual damages to Counter Claimants against Plaintiffs, Sykes, for misappropriation of berry crops belonging to Counter Claimants to wit: sour cherries and black berries.

7. For One Thousand and no/100 Dollars (\$1,000.00) actual damages done to the wet pasture area when Plaintiffs, Sykes, deposited dirt, rock, and debris therein which had been dredged from the pond, a portion of which belonged to Counter Claimants and for which no permission was obtained.

8. For Five Hundred and no/100 Dollars (\$500.00) actual loss to Hatch for large pine logs and sections of concrete pipe which were misappropriated by Plaintiffs, Sykes.

9. That the Counter Claimants be awarded actual damages in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) for the repeated inteference in business relationships when Counter Claimants were attempting to sell the subject property and for the slander of title perpetrated by Plaintiffs, Sykes, incidental thereto which interference caused Hatch to lose the sale of subject property at a time when cash was desperately needed.

10. For Fifty Thousand and no/100 Dollars (\$50,000.00) punitive damages relating to said interference in the business relationship and slander of title causing tremendous financial strain and emotional hardship to fall on Defendants, Hatch.

11. For an Order by the Court decreeing a breach in the contract provisions by and between Third-Party Plain-

tiffs, Hatch, and Third-Party Defendants, Pierottis, wherein Plaintiff, Johnny M. Iverson, is required to grant to Third-Party Plaintiffs, Hatch, the first right of refusal to repurchase the property originally sold to Pierotti.

12. For an Order quieting Title to the north portion of the subject property and for an Order enjoining Plaintiffs from making any claim to said property.

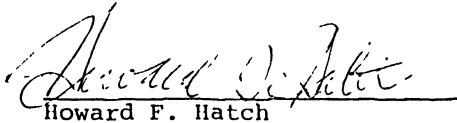
13. For injunctive relief, enjoining and restraining each of the Plaintiffs from continuing all actions and acts whereby they have wrongfully trespassed on Counter Claimants property; for interest at the highest legal rate on all actual damages; for costs of Court herein and Attorneys' fees expended in defense of this lawsuit and for such other and further relief as the court may deem just and proper.

DATED this 12th day of May, 1981.


HOWARD F. HATCH

MAILING CERTIFICATE

I, Howard F. Hatch, certify that I did serve Christopher B. Cannon, Attorney for Plaintiffs in the above-entitled action, the Amended Answer, Counterclaim, and Third-Party Complaint, at his address, 80 North 100 East, Provo, Utah 84601, by personally delivering the same to him, on the 17th day of May, 1981.


Howard F. Hatch

RECEIPT

I, Christopher B. Cannon, Attorney for Plaintiffs, did receive the Amended Answer, Counterclaim, and Third-Party Complaint delivered by Howard F. Hatch, on the _____ day of May, 1981.

OPTIONAL FORM FOR SALE OF REAL ESTATE

In consideration of the sum of ONE THOUSAND DOLLARS (\$ 1,000.00) Dollars,
in hand paid by DENNIS LYNN SYKES

of Logan, Utah

the receipt whereof is hereby acknowledged, I hereby grant to said Dennis
Lynn Sykes his heirs and assigns

the option of purchasing from the undersigned and I

agree to sell to the said purchaser at any time within 160 days from date

hercof, the following described real estate situated in Utah County,
Utah

State of ~~Utah~~ to-wit: Beginning at a point on the east side of Carterville
Road, which point is North 520.03' and East 1351.36' from the W 1/4 Cor.
to Sec. 25, T6S, R2E, SLB&M; Thence 151.25', thence N. approx. 65° E.
130' m. or l. to a point in the center of the entrance lane, thence
following the center of said lane to the edge of the 1/2 parcel being
retained by Anthony Ragozzine, which point is approximately 38' from
the survey reference "N-620.0' & E-1667.4" from said aforementioned W 1/4
corner; thence S. approx. 90 1/2 ft.; thence E. 160 ft.; thence N. along boundary

I agree to furnish to purchaser title report as soon as procurable evidencing (cont'd
condition of title. ~~On the day of closing, the said purchaser shall be bound to pay to the seller the sum of \$12,000.00 as earnest money for the purchase of the above described property.~~ on rear)

For sale to be binding on the parties, it must be established that the

Provided said title report shows good merchantable title in my name
subject property conforms to Orem City requirements as a "legal lot," for
residential construction. the said purchaser is to pay for said

property the sum of \$ 39,000.00 including the sum above receipted for as follows:
\$5,000 (including above noted deposit) on or before July 1, 1974 and
\$5,000 on or before August 15, 1974, monthly payments of \$300 which
include principal and interest to begin as of the date of closing
with interest accruing at the rate of eight (8) per cent per annum, from
August 15, 1974. For payment in full within 2 years of closing, seller
agrees to discount balance by 5% of the total purchase price.

Whenever, within the time specified above, the said purchaser has accepted the title, the said
vendtor shall execute a proper deed of conveyance for said property and deliver the same to
Pioneer Title & Abstract Co, 440 N. University Ave, Provo, Utah

to be held by them in escrow and delivered to said purchaser upon final payment.

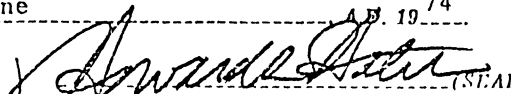
In case the title to said property is not good or cannot be made good within 30 days
this agreement shall be void, and the earnest money herein receipted for shall be refunded.

If the purchase is made as aforesaid, the earnest money shall be accredited on the purchase
price, but if the purchaser or his heirs or assigns shall fail to make any further
payments in the time above specified, then the earnest money herein receipted for shall be forfeited
to said vendtor without notice, and the said premises shall be absolutely discharged from any in-
cumbrances or cloud arising herefrom, and all parties released from further obligations herein.

The property shall be conveyed by good and sufficient statutory warranty deed, free from all
liens and incumbrances of every nature. Upon tender of the full unpaid balance,
seller shall within 30 days pay the full amount due under his contract
with Ragozzine so as to be able to provide fee title to subject property.
Partial release to be granted by seller hereon as to his lien by payment of
a minimum \$12,000 installment per acre in addition to regular principal pmts.
and rents and interest on mortgages, if any, shall be apportioned from date of final payment. notes on ree

IN WITNESS WHEREOF, I have hereunto set my hand
and seal this 6th day of June A.D. 19 74

Signed, Sealed and delivered in Presence of

 (SEAL)

(SEAL)

Legal Description continued: on E. side of Ragozzine parcel to an east-west line, the precise location of which shall be determined in order to convey 3.25 acres of land total, by continuing in a southerly direction along the east boundry of surveyed property, thence in a westerly direction along the south boundry to the point of beginning, as per the "survey of property for H. Vern Wentz, made by Carr F. Greer, Engr., August 1968, updated June 1971. INcluding one-half of all water rights owned in connection with subject property (.6 share of West Smith Ditch plus $\frac{1}{4}$ of any decreed rights to go to buyer).

Additional Notes:

Seller will cooperate fully with buyer to obtain a partial release from Ragozzine, et. al., and any advance principal ~~xxxx~~ payments to be applied thereto as principal reduction on his unpaid obligations as consideration therefore.

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 13th day of November, A. D., 19 74,
by and between HOWARD F. HATCH and MARJORIE S. HATCH, his wife,
hereinafter designated as the Seller, and DENNIS LYNN SYKES

hereinafter designated as the Buyer, of Logan, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Utah, State of Utah, to-wit: _____

More particularly described as follows: _____

ADDRESS

See Exhibit "A" attached hereto and by reference made a part
hereof.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of _____
* * * * THIRTY-NINE THOUSAND * * * * * Dollars (\$39,000.00)
payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit: * * TEN THOUSAND DOLLARS * * * (\$10,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$29,000.00 shall be paid as follows:

\$300.00 per month commencing 30 days from date hereof and on
the 15th day of each and every month thereafter until paid in full.

Possession of said premises shall be delivered to buyer on the 13th day of November, 19 74.

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from November 13, 1974 on all unpaid portions of the
purchase price at the rate of eight per cent (8 %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Anthony and
Ruth Raggozine and Prudential Federal Savings & Loan Association with an unpaid balance of
\$ _____, as of _____.

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following none

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder, bearing interest at the rate of not to exceed eight percent
(8 %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:

none

Exhibit 2

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property

12 The Buyer agrees to pay the general taxes after November 1, 1971

13 The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$_____ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him

14 In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid

15 Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition

16 In the event of a failure to comply with the terms herof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within thirty (30) days thereafter, the Seller, at his option shall have the following alternative remedies

A Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non performance of the contract, and the Buyer agrees that the Seller may at his option re enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B The Seller may bring suit and recover judgement for all delinquent installments, including costs and attorney's fees (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default) or

C The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees, and the Seller may have a judgement for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court, and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption

17 It is agreed that time is the essence of this agreement

18 In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid

19 The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer

20 It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto in Exhibit "B"

21 The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise

22 It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written
Signed in the presence of

Edward L. Smith
Seller
Donna Lynn Sykes
Buyer

EXHIBIT "A"

PROOFREAD

Beginning at a point on the East side of the Carterville Road, which point is North 520.03 feet and East 1381.56 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence North 3° 05' East along fence and Carterville Road 151.25 feet; thence North 74° 46-1/2' East 130.92 feet to the center line of an existing road; thence North 64° 03' East 54.05 feet; thence South 85° 12' East 48.11 feet; thence South 36° 26' East 92.31 feet; thence leaving the center line of the existing road; thence South 90.80 feet; thence East 160.00 feet; thence North 96.92 feet; thence East 157.74 feet; thence South 16° 38' East 58.14 feet; thence South 6° 56' West 70.89 feet; thence South 24° 42' East 148.45 feet; thence North 82° 53' West 195.33 feet along a fence; thence South 6° 16' West 41.96 feet along a fence; thence North 82° 42' West 305.94 feet along a fence; thence North 88° 03' West 33.77 feet along a fence to J. Theron Smith property; thence North 2° 12' East 90.00 feet along fence and said property line; thence North 85° 18' West along a fence and property line 142.00 feet to beginning and to the Carterville Road.

Included in this sale is one-half of all water rights owned in connection with the former H. Vern Wentz property, (said one-half being 0.6 share of West Smith Ditch plus one-half of any decreed rights) to go to buyer.

MSH JSH

EXHIBIT "B"

WHEREAS, this contract description delineates a dividing line on the center line of a private road lying between property contracted herein to the buyer and property retained by the seller. Seller retains an easement in common with others over the half of the roadway purchased by buyer and seller grants an easement in common with others to buyer over the half of the roadway retained by seller.

Seller agrees within 30 days of date hereof to provide buyer with a title report showing equitable title in seller to the herein described property subject to the claims of title in Anthony and Ruth Raggozine and subject to the liens herein described.

If buyer makes payment in full within 2 years of date of this agreement, seller agrees to discount balance by \$1,950.00.

Upon escrowing to Pioneer Title and Abstract Company of the unpaid balance hereunder, seller shall within 30 days pay the amount due under his contract with Anthony and Ruth Raggozine so as to clear title to property purchased by buyer.

If buyer makes payment of \$12,000.00 in addition to monthly payments herein reserved, Seller agrees to provide a quit claim deed of one acre of ground for each such \$12,000.00 payment.

Seller agrees to cooperate fully with the buyer to obtain a partial release from Anthony and Ruth Raggozine and any others having an interest in said property.

Seller agrees to apply any advance or acreage payments on his unpaid obligations to clear indebtedness against property purchased by the buyer.

14091

WARRANTY DEED

895 NO

E575-19-B

HOWARD F. HATCH and MARJORIE S. HATCH, his wife,
Grantor.s, of Utah County, State of Utah
hereby CONVEY AND WARRANT to
DENNIS LYNN SYKES, a single man

Granted... of Provo Utah Utah
for the sum of TEN AND NO/100 DOLLARS
the following described tract of land in Utah County,
State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED

WITNESS THE HANDS of said Grantor.s this 26 day of

May, A. D. 1975
Signed in the presence of
Howard F. Hatch - Grantor
Marjorie S. Hatch - Grantor

STATE OF UTAH,
County of Utah } ss.

On the 26 day of May, A. D. 1975, personally appeared
before me, a Notary Public in and for the State of Utah,
HOWARD F. HATCH and MARJORIE S. HATCH
the signer.s of the above instrument, who duly acknowledged to me that they executed the same.



My commission expires 2/2/77
Residing at Provo, Utah

MAIL TAX NOTICE TO

BOOK 1426 PAGE 29

SE NW
14260-25

F.V.L.H.T 2

EXHIBIT "A"

Beginning at a point on the East side of the Carterville Road, which point is North 520.03 feet and East 1381.56 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence North 3° 05' East along fence and Carterville Road 151.25 feet; thence North 74° 46-1/2' East 130.92 feet to the center line of an existing road; thence North 64° 03' East 54.05 feet; thence South 85° 12' East 48.11 feet; thence South 36° 26' East 92.31 feet; thence leaving the center line of the existing road; thence South 90.80 feet; thence East 160.00 feet; thence North 96.92 feet; thence East 157.74 feet; thence South 16° 38' East 58.14 feet; thence South 6° 56' West 70.89 feet; thence South 24° 42' East 148.45 feet; thence North 82° 53' West 195.33 feet along a fence; thence South 6° 16' West 41.96 feet along a fence; thence North 82° 42' West 305.94 feet along a fence; thence North 88° 03' West 33.77 feet along a fence to J. Theron Smith property; thence North 2° 12' East 90.00 feet along fence and said property line; thence North 85° 18' West along a fence and property line 142.00 feet to beginning and to the Carterville Road.

Included in this conveyance is one-half of all water rights owned in connection with the former H. Vern Wentz property, (said one-half being 0.6 share of West Smith Ditch plus one-half of any decreed rights), to go to grantee.

WHEREAS this deed description delineates a dividing line on the center line of a private road lying between property granted herein to the grantee and property retained by the grantor, Grantor retains an easement in common with others over the half of the roadway conveyed to grantee and grantor grants an easement in common with others to grantee over the half of the roadway retained by grantor.

55 NW
56-000-060-1

Equitable Realty
(2)

14091
RECORDED
1975 JUL 25 PM 4:48
SALT LAKE COUNTY, UTAH
BY *[Signature]*
WITNESSES
NOTARY PUBLIC

BOOK 1426 PAGE 430

UNIFORM REAL ESTATE CONTRACT

1 THIS AGREEMENT, made in duplicate this 30th day of July, A.D. 1973,
by and between Howard F. Hatch and Marjorie S. Hatch
hereinafter designated as the Seller, and Leon Peter Pierotti and Karen E. Pierotti *LP*
his wife, as joint tenants with full rights of survivorship, *LP*
hereinafter designated as the Buyer, of Provo, Utah

2 WITNESSETH That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Utah, State of Utah, to-wit abt. 1525 S. Carterville Rd.
More particularly described as follows ADDRESS Orem, Utah

Beginning at a point on the East side of Carterville Road, which point
is North 892.56 feet and East 1371.90 feet, more or less, from the West
quarter corner of Section 25, Township 6 South, Range 2 East, SLB&M;
thence South 84 degrees 10½' East 100 feet along a fence; thence South 3
degrees 05' West 70 feet; thence North 84 degrees 10½' West 100 feet, thence
North 3 degrees 05' East 70 feet to point of beginning.

TOGETHER with all improvements thereon.

3 Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of _____
THIRTEEN THOUSAND FIVE HUNDRED * * * * * Dollars (\$13,500.00)
payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit TWO THOUSAND DOLLARS (\$2,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$11,500.00 shall be paid as follows
\$113.25 or more on or before the 1st day of September, 1973 and \$113.25
or more on or before the 1st day of each and every month thereafter
until the full amount of principal and interest is paid.

Possession of said premises shall be delivered to buyer on the August 1st day of August, 1973

4 Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from August 1, 1973 on all unpaid portions of the
purchase price at the rate of eight ½ per cent (8½ per annum). The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5 It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6 It is understood that there presently exists an obligation against said property in favor of Anthony
Ragozzine and Ruth Ragozzine with an unpaid balance of
\$10,403.29, as of July 30, 1973

7 Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises
now in the process of being installed, or which have been completed and not paid for, outstanding against said property,
except the following none

8 The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder bearing interest at the rate of not to exceed eight ½ percent
(8½ per cent) per annum and payable in regular monthly installments, provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9 If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off all obligations
outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assure and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10 The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one half the expenses necessary in obtaining
said loan, the Seller agreeing to pay the other one half provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11 The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following NONE.

*A total obligation exists on this and an adjoining 6 1/2 acres of
\$51,629.25. The amount named above represents a proportionate amount
for the subject property arrived at by the following formula:
$$\$13,500 \div \$67,000 = 20.15\% \times \$51,629.25 = \$10,403.29.$$

12. The Buyer agrees to pay the general taxes after August 1, 1975

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ 10,000.00 and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within fifteen (15) days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgement for all delinquent installments, including costs and attorneys fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing including costs and attorney's fees; and the Seller may have a judgement for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with

reference to said property except as herein specifically set forth or attached hereto Seller shall have the first right of refusal on any and all subsequent sales of said property.

*Price & terms equal to those offered a third party with 30 days to exercise
21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

Witness

Witness

Seller

Buyer

Uniform Real Estate Contract

UNIFORM REAL ESTATE CONTRACT

1 THIS AGREEMENT, made in duplicate this 1st day of November, A.D., 19 71,
by and between Anthony Ragozzine and Ruth Ragozzine, husband and wife
hereinafter designated as the Seller, and Equitable Realty, Inc.

hereinafter designated as the Buyer, of 440 North University, Provo, Utah

2 WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Utah, State of Utah, to-wit: 1535 So. Riverside Dr. Orem, Ut
More particularly described as follows: ADDRESS

See Exhibit A attached and made a part of this contract, including one
and one fifth share's of West Smith Ditch water stock and the decreed
water rights running with the land.

Sellers reserve unto themselves use and easement rights to the
pump house, including pumps, septic tank and drain fields, pond,
entrance drive and such water rights as have been customarily used to
water lawns and shrubs surrounding home.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of Fifty-
Five Thousand and no/100 * * * * * Dollars (\$55,000.00)
payable at the office of Seller, his assigns or order
strictly within the following times, to-wit: Four Hundred Fifty-Six & no/100 (\$456.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$ 54,544.00 shall be paid as follows:
\$456.00 on or before December 1, 1971 and \$456.00 the first of each and
every month thereafter until the entire principal balance including in-
terest of 7 1/2 is paid in full.

Possession of said premises shall be delivered to buyer on the 1st day of November, 19 71.

4 Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from November 1, 1971 on all unpaid portions of the
purchase price at the rate of seven per cent (7 %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of _____
Prudential Federal Savings and Loan with an unpaid balance of
25,532.00 as of June 1, 1971 of 1 June 1971 and \$4,854.94 to American Savings
Loan as of June 1, 1971

7 Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following None

8 The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder bearing interest at the rate of not to exceed seven percent
(7 %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9 If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer

10 The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:

No exceptions

Exhibit 5

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property

12 The Buyer agrees to pay the general taxes after November 1, 1971

13 The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ N.A. and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him

14 In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may at his option pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid

15 Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition

16 In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within Fifteen days thereafter, the Seller, at his option shall have the following alternative remedies

A Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer shall be forfeited to the Seller as liquidated damages for the non performance of the contract and the Buyer agrees that the Seller may at his option re enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon and the said additions and improvements shall remain with the land and become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller, or

B The Seller may bring suit and recover judgement for all delinquent installments including costs and attorneys fees (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default) or

C The Seller shall have the right at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorneys fees, and the Seller may have a judgement for any deficiency which may remain In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court, and the Seller upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption

17 It is agreed that time is the essence of this agreement

18 In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller then the Buyer may at his option pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such a time as such suspended payments shall equal any sums advanced as aforesaid

19 The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, in abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed at the option of Buyer

20 It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto legal description

and Buy-Back Agreement found on attachment "A"

21 The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise

22 It is understood that the stipulations aforesaid are to apply to and bind the heirs, executor, administrators, successors, and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written

Signed in the presence of

Joseph A. Sullivan
Witness

Anthony Rappizze
Butch Rappizze
Seller

Joseph A. Sullivan
Witness

Equitable Realty, Inc.
Org. Edward H. Smith
Buyer
Pres.

EXHIBIT "A"

Legal description called for in paragraph 2 of attached contract by and between Anthony Ragozzine and Ruth Ragozzine, husband and wife, Seller, and Equitable Realty, Inc., Buyer, dated November 1, 1971.

Beginning at a point on the east side of the Carterville road, which point is north 520.03 feet and east 1351.36 feet from the west quarter corner of Section 25, Township 6 south, Range 2 east, Salt Lake Base & Meridian; thence north 3 deg. 05' east along fence and Carterville road 372.53 feet; thence south 31 deg. 10 1/2' east 323.13 feet along a fence; thence north 41 deg. 57' east 61.04 feet along a fence; thence north 37 deg. 55' east 166.14 feet along a fence; thence north 52 deg. 18' east 37.64 feet along a fence; thence north 73 deg. 13' east 26.42 feet along a fence; thence north 83 deg. 51' east 59.36 feet along a fence; thence south 7 deg. 29' east 194.32 feet; thence south 13 deg. 01' west 83.42 feet; thence south 1 deg. 53' west 129.41 feet; thence south 16 deg. 38' east 67.57 feet; thence south 6 deg. 56' west 70.89 feet; thence south 24 deg. 42' east 113.45 feet; thence north 32 deg. 53' west 195.33 feet along a fence; thence south 6 deg. 16' west 41.96 feet along a fence; thence north 32 deg. 42' west 305.94 feet along a fence; thence north 38 deg. 03' west 33.77 feet along a fence to J. Theron Smith prop. thence north 2 deg. 12' east 90 feet along fence and said property line; thence north 35 deg. 13' west along a fence and property line 142 feet to beginning.

EXCEPTING THEREFROM the following described portion thereof together with all improvements therein: Beginning at a point North 620 feet and East 1667.4 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 76 feet; thence east 160 feet; thence South 136 feet; thence West 160 feet; thence North 60 feet to the point of beginning.

Sellers reserve the right for a period of 6 months to repurchase an undivided interest in the above described property. Interest so acquired may equal, but not exceed, 50% of the total property. The price and terms of the attached contract in such proportionate amounts as shall pertain. In the event a 50% interest is purchased, the agreed purchase price shall be 50% of the contract purchase price attached, or \$27,500.00. The monthly payment shall be 50% of that stipulated, and so forth.

In the event sellers exercise their option to repurchase an interest in said property as hereinabove provided, they further agree to reimburse Buyers 50% (or such per cent of interest acquired) of all expenses, costs, payments, or advances, etc., as shall have been incurred relative to said property or paid out less any income, credits, or receipts, etc. received. Such reimbursement to be made in cash as a single installment as such time as the option to repurchase is exercised.

CR. JST

7-11-72
SELLER HEREBY WAIVES ALL RIGHT AND INTEREST
TO REPURCHASE ANY INTEREST IN THE ABOVE STATED
PROPERTY AS AGREED TO THE IN THE PRECEDING
TWO PARAGRAPHS.

Anthony Ragozzine

HOWARD F. HATCH
P. O. BOX 190
PROVO, UTAH
84601

EN 11 23 81

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

DENNIS L. SYKES, DWANE J. SYKES,
PATRICIA SYKES AND JOHNNY IVERSON,

Plaintiffs,

vs.

ANSWER TO COMPLAINT

Civil No. 57,127

HOWARD F. HATCH, MARJORIE S. HATCH,
HOWARD HATCH & ASSOCIATES, AND
EQUITABLE REALTY, INC.

Defendants.

Come now the Defendants Howard F. Hatch, Marjorie S. Hatch,
Howard Hatch and Associates (formerly Equitable Realty, Inc), and
answer Plaintiffs complaint dated March 19, 1981 as follows:

FIRST DEFENSE

1. Defendants admit paragraphs 3, 4 and 5 of Plaintiff's
complaint. Defendants admit the assertion made in paragraph 6
only in so far as it pertains to the south portion and is described
in Plaintiff's Exhibit "B" and also in Exhibit "D". Defendants
either deny, have no knowledge upon which to base a belief, or
otherwise put Plaintiffs upon their burden of proof as to all
other allegations contained in paragraphs 1 through 26.

SECOND DEFENSE

2. Defendants admit paragraph 28 but deny and put Plaintiffs
upon their burden of proof as to all other allegations contained
in paragraphs 27 through 34.

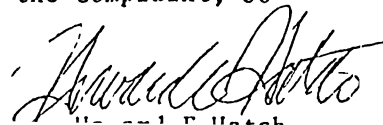
THIRD DEFENSE

3. Defendants deny allegations contained in paragraphs
35 through 37.

FOURTH THROUGH NINTH DEFENSES

4. Defendants deny and put Plaintiffs upon their burden of
proof as to all other allegations contained in the complaint, 38
through 71 numbered paragraphs.

Dated this 23rd day of April, 1981.


Howard F. Hatch

ADDENDUM B

Howard F. Hatch
P.O. Box 190
Provo, Utah 84604
(801) 377-3400/3440

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY

STATE OF UTAH

* * * * *

DENNIS L. SYKES, DWANE J. SYKES,
PATRICIA SYKES AND JOHNNY IVERSON,

Plaintiffs,

-vs-

HOWARD F. HATCH, MARJORIE S. HATCH,
HOWARD HATCH & ASSOCIATES, (formerly
EQUITABLE REALTY, INC.)

Defendants.

AMENDED ANSWER
(THIRD), AMENDED
COUNTERCLAIM AND
THIRD-PARTY COMPLAINT
(SECOND)

HOWARD F. HATCH, MARJORIE S. HATCH,
HOWARD HATCH & ASSOCIATES, (formerly
EQUITABLE REALTY, INC.)

Third-Party Plaintiffs, Civil No. 57,127

-vs-

ANTHONY RAGOZZINE AND
RUTH W. RAGOZZINE,
PROVO LAND TITLE COMPANY,
LEON PETER PIEROTTI AND
KAREN E. PIEROTTI,

Third-Party Defendants.

* * * * *

The Defendants, HOWARD F. HATCH and MARJORIE S. HATCH,
hereby amend their Answer, Counterclaim, and Third-Party
Complaint as follows:

AMENDED ANSWER

1. Defendants lack sufficient knowledge to admit or deny that DENNIS L. SYKES is a resident of Anchorage, Alaska, as alleged in Paragraph 1 of Plaintiff's Complaint.

2. Defendants admit Paragraph 2 through 5 of Plaintiff's Complaint

DEFENSES TO THE FIRST CAUSE OF ACTION

Breach of Contract

3. Defendants admit that on or about the 6th day of June, 1974 they did enter into an Option for Sale of Real Estate, the terms of which were later incorporated in the Uniform Real Estate Contract dated November 13, 1974, which in turn lead to the execution of a Warranty Deed dated May 26, 1975 by and between HOWARD F. HATCH and MARJORIE S. HATCH, as grantors, and DENNIS LYNN SYKES, a single man, as grantee, a copy of which is attached hereto as Exhibits 1 through 3 respectively. Defendants, however, deny that they or any of their agents ever granted an option to purchase additional property to the Plaintiff as claimed in Paragraph 6 of Plaintiff's Complaint.

4. Defendants lack sufficient knowledge upon which to admit or deny Paragraph 7 of Plaintiffs' Complaint.

5. Defendants deny that the handwritten Options for Sale of Real Estate identified as Exhibit "A" attached to Plaintiff's Complaint has any merit or that it formed any

part of the agreement between the parties or that it substantiates in any way Plaintiffs' claim to a right to purchase anything other than what was described in Plaintiffs' Exhibit "B" but rather that it serves to defeat the Plaintiffs' contention that Defendants gave an Option to Purchase any real property other than that which is described in Exhibit "B." Defendants further assert that the so-called Notice of Interest in Real Property identified as Exhibit "C" in Plaintiffs' Complaint was never executed in any way by the Defendants but rather represents a forgery and is a fraudulent document. Further that there never was any other written memoranda which Plaintiffs allege supported their purported Option to Purchase of the north portion of the subject property as asserted in Paragraph 8 of Plaintiffs' Complaint.

6. In response to Plaintiffs' Paragraph 9 of the Complaint, Defendants admit the validity of Exhibits "B" and "D" but deny any other of Plaintiffs' claims against the Defendants' property.

7. Defendants lack sufficient knowledge to admit or deny the allegations made in Paragraphs 10 and 11 of Plaintiff's Complaint which referred to Exhibits "E" and "F" attached thereto.

8. Defendants deny Plaintiffs' allegations made in Paragraphs 12 through 16.

9. With respect to Plaintiffs' Paragraph 17, the Defendants in fact had no agreement at all with their predecessors in title, ANTHONY and RUTH RAGOZZINE, regarding partial releases of the property, that this was explained to the Plaintiffs before they ever purchased the south portion of the property and they thus took their chances of obtaining any such partial release. Defendants agreed only that they would cooperate with Plaintiff in his attempt to obtain such a partial release from the RAGOZZINES.

10. With respect to Paragraphs 18 and 19, the Defendants either deny or lack sufficient knowledge to admit the allegations made in these paragraphs and would put the Plaintiff's on their burden of proof to establish the same if material.

11. Defendants admit having refused to acknowledge any right on the part of Plaintiffs to purchase the northern portion of the property as alleged in Paragraph 20 for the reason that no such agreement ever existed.

12. With respect to the allegations in Paragraphs 21 through 26, the Defendants either deny or lack sufficient knowledge to admit the allegations made therein, and therefore put the Plaintiffs on their burden of proof to establish any cause of action they might have.

13. As affirmative defenses to the Plaintiffs' First Cause of Action (Breach of Land Contract), the Defendants plead the following:

14. Lack of consideration, reliance on forged documents, statute of frauds, or in the alternative, the statute of limitations (§ 78-12-25 of the U.J.C), satisfaction and accord, contributory negligence, estoppel, waiver, and no cause of action.

DEFENSES TO THE SECOND CAUSE OF ACTION

Interference/Breach of Fiduciary

15. With respect to Plaintiffs' claims as alleged under Paragraphs 27 through 34, Defendants deny that they have interfered in any way with contracts involving the Plaintiff parties or that they have breached in any way any fiduciary duty which might have been owed to any of the parties or that they have wronged in any way the Plaintiffs by any act as alleged and that the Plaintiffs are put upon their burden of proof to establish any such claims. Defendants rely on the following affirmative defenses: lack of consideration, statute of frauds, state of limitations (§§ 78-12-25 and 78-23-26), laches, and no cause of action.

DEFENSES TO THE THIRD CAUSE OF ACTION

Violation of Real Estate Broker's Law

16. Plaintiffs' Complaint in Paragraphs 35 through 37 are hereby denied and Defendants elect as affirmative defenses to said complaints the following: laches, no standing, statute of limitations (§ 78-12-26) and no cause of

action for which relief can be granted.

DEFENSES TO THE FOURTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress

17. The Defendants deny having intentionally inflicted any emotional distress on the Plaintiff parties and would put them on their burden of proof as to any such claims as alleged in Paragraphs 38 through 44 and would designate as affirmative defenses thereto contributory negligence, statute of limitations (§ 78-12-26) and no cause of action.

DEFENSES TO THE FIFTH CAUSE OF ACTION
Wrongful Subdivision

18. The Defendants deny any wrong doing as described in Paragraph 45 through 48 and put the Plaintiffs on their burden of proof to establish the same, seeking as their affirmative defenses the following: no standing, satisfaction and accord, laches, AND statute of limitations (§§ 78-12-25 and 78-12-26).

DEFENSES TO THE SIXTH CAUSE OF ACTION
Adverse Possession in the Alternative

19. Defendants deny Plaintiffs' claims under Paragraphs 49 through 59 allegedly giving Plaintiffs any rights over the Defendants' property by adverse possession and put the Plaintiffs upon their burden of proof to establish any

material claims and affirmatively allege as defenses the statute of limitations (§ 78-12-6 of the U.J.C.), no standing, the statute of frauds, lack of consideration, and no cause of action.

DEFENSE TO THE SEVENTH CAUSE OF ACTION

Wrongful Subdivision, Pierotti Property

20. Defendants deny Plaintiffs' allegations in Paragraphs 60 through 63 and allege affirmative defenses under the statute of limitations (§ 78-12-26), lack of consideration, laches, no standing, and no cause of action.

DEFENSE TO THE EIGHTH CAUSE OF ACTION

Trespass

21. Defendants deny Paragraphs 64 through 66 under Plaintiffs' Eighth Cause of Action and affirmatively allege defenses under the statute of limitation (§ 78-12-26), laches, and no cause of action.

DEFENSE TO THE NINTH CAUSE OF ACTION

Reformation of Deed

Defendants deny Plaintiffs' Complaint under the Ninth Cause of Action, Paragraphs 67 through 71 and affirmatively allege defenses under contributory negligence, laches, statute of limitations (§ 78-12-26) and no cause of action. For more particular responses to the specific allegations

contained within the Plaintiffs' Complaint, the Defendants would refer to their original Amended Answer dated December 22, 1981 and which they incorporate herein by this reference.

WHEREFORE, the Defendants pray that the Plaintiffs take away nothing, the Defendants' title be quieted with respect to the Plaintiffs' false claims against the same, and that the Defendants be granted their attorney's fees, expenses, and all court costs incidental to the subject action.

AMENDED COUNTERCLAIM AND
THIRD-PARTY COMPLAINT

COME NOW, HOWARD F. HATCH and MARJORIE S. HATCH, Defendants and Third-Party Plaintiffs in the above entitled action and make the following counterclaim and Third-Party Complaint against the Plaintiffs and Third-Party Defendants, ANTHONY RAGOZZINE, RUTH W. RAGOZZINE, his wife; PROVO LAND TITLE COMPANY, and LEON PETER PIEROTTI and KAREN E. PIEROTTI, his wife, as follows:

1. HOWARD F. HATCH and MARJORIE S. HATCH hereinafter referred to as HATCH are and have been at all times during the pendency of these proceedings residents of Utah County.

2. Third-Party Defendants, ANTHONY RAGOZZINE and RUTH W. RAGOZZINE, are hereinafter referred to as RAGOZZINE, were at all times residents of Utah County during which time the acts herein complained of were performed but are presently residents of Washington County, Utah.

3. PROVO LAND TITLE COMPANY, hereinafter referred to as PROVO LAND, is a Utah Corporation organized under the laws of the State of Utah with its principal offices at 255 East 100 South, Provo, Utah.

4. Third-Party Defendants, LEON PETER PIEROTTI and KAREN E. PIEROTTI, hereinafter referred to as PIEROTTI, were residents of Utah County at all times during which the acts herein complained of were performed and are still today.

5 The contracts entered into which formed the basis of this Counterclaim and Third-Party Complaint were entered into in Utah County and the property subject to this lawsuit is located in Utah County.

FIRST CAUSE OF ACTION

Breach of Contract/Fiduciary, Unlawful Conversion and Fraud

6. On or about the 1st day of November, 1971, RAGOZZINE entered into a Uniform Real Estate Contract With Equitable Realty, Inc. for the sale of approximately 6.5 acres of real property located at about 1535 South Riverside Drive (Carterville Road) Orem, Utah, a copy of which Contract is attached as Exhibit 5.

7. On or about the 1st day of February, 1973, an assignment of contract was entered into between Equitable Realty, as assignor, and HOWARD F. HATCH and MARJORIE S. HATCH, as assignees, assigning all right, title and interest to the property described in said Uniform Real Estate

Contract of November 1, 1971 to HOWARD F. HATCH and MARJORIE S. HATCH as individuals. On or about February 12, 1973, a Quit Claim Deed was filed of public record reflecting said transfer of interest.

8. On or about the 23rd of March, 1975, a Deed was executed by RAGOZZINE transferring all right, title, and interest to the property previously described under the contract of November 1, 1971 to HOWARD F. HATCH and MARJORIE S. HATCH, which property included "all water rights owned in connection with the former H. Fern Wentz property (being 1.2 shares of Wes Smith Ditch plus any decreed rights) to Grantees which Deed is attached as Exhibit 6.

9. At no time either at or about the time of said transfer or at any time since has Third-Party Defendants, RAGOZZINE, ever delivered to HATCH the water shares promised and granted under said Warranty Deed of 23 March, 1975. At or about this time, DWANE J. SYKES, made demands upon PROVO LAND for delivery to him of water stock which had been endorsed in blank by RAGOZZINE. PROVO LAND, contrary to its fiduciary obligations and in violation of what was believed to have been instructions from RAGOZZINE, delivered said water stock to SYKES upon the false representation that said water stock belonged to him.

10. Having been informed that a certificate to convey said water shares was erroneously delivered into the hands of DWANE J. SYKES, HATCH made demand upon SYKES to rectify this

action. In spite of such demands, SYKES, failed and refused to do so, which conduct is believed by HATCH to be willful and malicious. At no time since said demand was made has Counter Defendant, SYKES, rectified what he characterized as a mistake by reconveying the water rights rightfully belonging to HATCH

11. On or about January 25, 1977 letters were sent by Ronald J. Schiess, attorney at law, on behalf of HATCH making demand upon SYKES, RAGOZZINE, and PROVO LAND to rectify this and to restore the subject water rights to HATCH.

SECOND CAUSE OF ACTION

Trespass

12. Defendants incorporate by this reference their pleadings under Paragraphs 1 through 11 herein. At all such times and since the Plaintiffs and Cross-Defendants have taken liberties with HATCHS' property which did not rightfully belong to them such as trespassing, keeping and maintaining horses in the wet pasture belonging to Defendants, picking cherries and black berries from the property, posting signs on the property without the permission of the owner, dredging material from the pond and depositing it upon HATCHS' property and many other such serious violations of the property rights belonging to HATCH. Various demands have been made on the Plaintiffs to cease and desist from said trespasses and encroachments but without

Success.

THIRD CAUSE OF ACTION

Slander of Title, Interference in Business Relationship and Fraudulent Claims

13. Defendants incorporate by this reference their pleading under Paragraphs 1 through 12 herein. At various times during the intervening period Plaintiffs and Counter-Defendants, SYKES, have made false claims against the property belonging to HATCH based on a forged document, have posted "No-Trespassing" signs on the subject property claiming it in the name of SYKES, removing real estate "For Sale" signs having been posted on the property by HATCH, asserting claims both verbally and in writing to Zion's First National Bank and others, threatening potential buyers with lawsuits, and in a variety of other ways slandering the title of HATCH and interfering in business relationships he had with Zion's First National Bank and others, including Third-Party Defendants, PIEROTTI. This conduct counterclaimants believe to be willful and malicious.

14. On or about October 3, 1980, SYKES caused to be placed of record in the Office of the Utah County Recorder, an instrument entitled Notice of Interest of Real Property which purports to lay claim to property belonging to HATCH herein referred to as the north portion of the subject property, which action constitutes a slander of title on Defendants property.

15. On or about the 7th day of February, 1982, the Plaintiff, DWANE J. SYKES, caused to be recorded what was characterized as a "Notice of Prior and Superior Interest in Real Property, etc." as entry no. 22128 Book 2000, Page 301 of the Utah County Records. The notice falsely asserted claims over HATCHS' property which also constitutes a grave and serious slander of title and which had the immediate effect of interfering in a business relationship with Zions' First National Bank and one Virginia Flynn with whom money had been arranged to purchase the beneficial interest belonging to Zions' First National Bank of a First Deed of Trust over the north portion of the subject property.

FOURTH CAUSE OF ACTION

Attempted Extortion and Slander

16. Defendants incorporate by this reference their pleadings under Paragraphs 1 through 15 herein. On or about February 11, 1980, the Plaintiff, DWANE J. SYKES, appeared at the offices of Defendant, HATCH, handing him a long list of threats intending to coerce HATCH into a forced sale of the north portion of the property based on what he, SYKES, alleged to be a verbal option granting him the right to purchase the north portion of the property but which claims HATCH vigorously denied and to which demands HATCH categorically refused to comply with. Thereafter, SYKES attempted on various occasions to bring pressure to bear on

HATCH by slandering his good name or threatening to do so.

FIFTH CAUSE OF ACTION

Breach of Contract and Interference in Business Relationship

17. Defendants incorporate herein by reference their pleading paragraphs 1 through 16 herein. That on or about the 30th of July, 1973, HATCHS entered in a Uniform Real Estate Contract with Third-Party Defendants, PIEROTTI, for the sale of a house located at 1525 South Carterville Road, which transactions is more fully described in the Uniform Real Estate Contract attached hereto as Exhibit 4 and which contains the following language under Paragraph 20: "Seller shall have the first right of refusal on any and all subsequent sales of said property."

18. On or about September 14, 1979 PIEROTTI as sellers and JOHNNY IVERSON, one of the herein named counter defendants, as buyer, entered into an agreement whereby the property purchased by PIEROTTI was assigned to Plaintiff, JOHNNY IVERSON. Upon their best knowledge and belief, Defendants allege that said assignment was in fact to DWANE J. SYKES which would constitute a breach of the contract entered into between HATCH and PIEROTTI above referenced.

19. That said contract dated 30 July, 1973 called for payment in the amount of \$113.25 per month including interest at 8.5% per annum from the buyers PIEROTTI to the

sellers HATCH.

20. That since March 19, 1980 no such payments have been received by the Defendants and that as of that date \$8,690.59 was still due and payable.

21. That as of May 1, 1983, 38 monthly installments were past due and owing for a total of \$4,294.19, constituting a very grave default in the terms of the contract. The total demand figure as of May 1, 1983 being \$11,029.80.

WHEREFORE, Defendants HATCH, pray for judgment on their Counterclaim and Third-Party Complaint as follows:

1. An Order by the Court decreeing that .6 shares of Wes Smith Ditch Water Company presently in SYKES' name be recorded in favor of Counterclaimants, HOWARD F. HATCH and MARJORIE S. HATCH

2. The counterclaimants be awarded \$15,000 in punitive damages against the Plaintiffs and Counter-Defendants for the wrongful conversion of water shares.

3. For \$5,000.00 actual damages to Counterclaimants' property due to lack of irrigation water during the irrigating season of 1976-1982

4. For \$1,800.00 actual damage for the use of the wet pasture that Plaintiffs not only utilized for their own use but rented out and collected rents thereon.

5. The Counterclaimants, HATCH, be awarded punitive damages in the amount of \$5,000.00 against Plaintiffs for

their continued trespass on the property despite repeated warnings given them by Counterclaimants.

6. For \$500.00 actual damages to Counterclaimants against the Plaintiffs SYKES for misappropriation or conversion of berry crops consisting of sour cherries and black berries belonging to Counterclaimants.

7. For \$1,000.00 actual damages done to wet pasture when Plaintiffs deposited dirt, rock, and debris thereon when which was dredged from the pond, a portion of which belonged to Counterclaimants and for which no permission was obtained.

8. For \$500.00 actual loss to HATCH for pine logs and sections of concrete pipe which were converted by Plaintiff SYKES.

9 That the Counterclaimants be awarded actual damages in the amount of \$150,000.00 for repeated interference in business relationships for slander of title which resulted in the loss of the subject property at trustee sale by Defendants/Counterclaimants.

10. For \$450,000.00 punitive damages related to the said interference of business relationships and slander of title which actions were willful and malicious.

11. For an Order by the Court declaring a breach in contract under the terms of the PIEROTTI July 30, 1973 contract and which is resently in default by virtue of violation of Paragraph 20 of said contract as well as failure to make and keep current monthly payments.

12. Or in the alternative, an order of Foreclosure against the parties IVERSON and PIEROTTI.

13 For injunctive relief as requisite, for interest at the highest legal rate on all actual and punitive damages, for costs of court herein, and expenses of the Defendant parties, attorney's fees as expended, and for such other relief as the Court may deem just and proper.

DATED this 9th day of May, 1983.


Howard F. Hatch


Marjorie S. Hatch

OPTION FOR SALE OF

In consideration of the sum of ONE THOUSAND DOLLARS (\$ 1,000.00) Dollars,
in hand paid by DENNIS LYNN SYKES

of Logan, Utah

the receipt whereof is hereby acknowledged, I hereby grant to said Dennis
Lynn Sykes purchaser, and to his heirs and assigns

the option of purchasing from the undersigned and I

agree to sell to the said purchaser at any time within 160 days from date

hereof, the following described real estate situated in Utah County,
Utah

State of ~~Utah~~ to-wit: Beginning at a point on the east side of Carterville
Road, which point is North 520.03' and East 1351.36' from the W¹ Cor.
to Sec. 25, T6S, R2E, SLB&M; Thence 151.25', thence N. approx. 65° E.
150' m. or l. to a point in the center of the entrance lane; thence
following the center of said lane to the edge of the $\frac{1}{2}$ parcel being
retained by Anthony Ragozzine, which point is approximately 30' from
the survey reference "N-620.0' & E-1667.4" from said aforementioned W $\frac{1}{2}$
corner; thence S. approx. 90° ft.; thence E. 1600', thence N. along boundary

I agree to furnish to purchaser title report as soon as procurable evidencing (cont'd
~~This agreement is not binding until the title report is received from the title company.~~ on rear)
condition of title. ~~On or before August 15, 1974, the title report shall be received from the title company.~~

For sale to be binding on the parties, it must be established that the
Provided said title report shows good merchantable title in my name
subject property conforms to Oren City requirements as a "legal lot," for
residential construction. the said purchaser is to pay for said

property the sum of \$ 39,000.00 including the sum above receipted for as follows:
\$5,000 (including above noted deposit) on or before July 1, 1974 and
\$5,000 on or before August 15, 1974, monthly payments of \$300 which
include principal and interest to begin as of the date of closing
with interest accruing at the rate of eight (8) per cent. per annum, from
August 15, 1974. For payment in full within 2 years of closing, seller
agrees to discount balance by 5% of the total purchase price.

Whenever, within the time specified above, the said purchaser has accepted the title, the said
vendor shall execute a proper deed of conveyance for said property and deliver the same to
Pioneer Title & Abstract Co, 440 N. University Ave, Provo, Utah

to be held by them in escrow and delivered to said purchaser upon final payment.

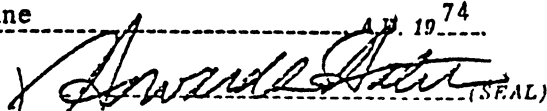
In case the title to said property is not good or cannot be made good within 30 days
this agreement shall be void, and the earnest money herein receipted for shall be refunded.

If the purchase is made as aforesaid, the earnest money shall be accredited on the purchase
price, but if the purchaser or his heirs or assigns shall fail to make any further
payments in the time above specified, then the earnest money herein receipted for shall be forfeited
to said vendor without notice, and the said premises shall be absolutely discharged from any in-
cumbrances or cloud arising herefrom, and all parties released from further obligations herein.

The property shall be conveyed by good and sufficient statutory warranty deed, free from all
liens and incumbrances of every nature. Upon tender of the full unpaid balance,
seller shall within 30 days pay the full amount due under his contract
with Ragozzine so as to be able to provide fee title to subject property.
Partial release to be granted by seller hereon as to his lien by payment of
a minimum \$12,000 installment per acre in addition to regular principal pmts
and rents and interest on mortgages, if any, shall be apportioned from date of final payment notes on re

IN WITNESS WHEREOF, I have hereunto set my hand
and seal this 6th day of June 19 74

Signed, Sealed and delivered in Presence of


(SEAL)
(SEAL)
(SEAL)

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 13th day of November, A.D., 19 74,
by and between HOWARD F. HATCH and MARJORIE S. HATCH, his wife,
hereinafter designated as the Seller, and DENNIS LYNN SYKES
hereinafter designated as the Buyer, of Logan, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Utah, State of Utah, to-wit: _____ ADDRESS _____
More particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part
hereof.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of _____
* * * * * THIRTY-NINE THOUSAND * * * * * Dollars (\$ 39,000.00)
payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit: * * * TEN THOUSAND DOLLARS * * * (\$ 10,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$ 29,000.00 shall be paid as follows:

\$300.00 per month commencing 30 days from date hereof and on
the 15th day of each and every month thereafter until paid in full.

Possession of said premises shall be delivered to buyer on the 13th day of November, 19 74.

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from November 13, 1974 on all unpaid portions of the
purchase price at the rate of eight per cent (8 %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Anthony and
Ruth Raggozine and Prudential Federal Savings & Loan Association with an unpaid balance of
\$ _____, as of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following none

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder, bearing interest at the rate of not to exceed eight percent
(8 %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following:

none

Exhibit 2

EXHIBIT "A"

PROOFREAD

Beginning at a point on the East side of the Carterville Road, which point is North 520.03 feet and East 1381.56 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base & Meridian; thence North 3° 05' East along fence and Carterville Road 151.25 feet; thence North 74° 46-1/2' East 130.92 feet to the center line of an existing road; thence North 64° 03' East 54.05 feet; thence South 85° 12' East 48.11 feet; thence South 36° 26' East 92.31 feet; thence leaving the center line of the existing road; thence South 90.80 feet; thence East 160.00 feet; thence North 96.92 feet; thence East 157.74 feet; thence South 16° 38' East 58.14 feet; thence South 6° 56' West 70.89 feet; thence South 24° 42' East 148.45 feet; thence North 82° 53' West 195.33 feet along a fence; thence South 6° 16' West 41.96 feet along a fence; thence North 82° 42' West 305.94 feet along a fence; thence North 88° 03' West 33.77 feet along a fence to J. Theron Smith property; thence North 2° 12' East 90.00 feet along fence and said property line; thence North 85° 18' West along a fence and property line 142.00 feet to beginning and to the Carterville Road.

Included in this sale is one-half of all water rights owned in connection with the former H. Vern Wentz property, (said one-half being 0.6 share of West Smith Ditch plus one-half of any decreed rights), to go to buyer.

msw *ASW*

EXHIBIT "B"

WHEREAS, this contract description delineates a dividing line on the center line of a private road lying between property contracted herein to the buyer and property retained by the seller. Seller retains an easement in common with others over the half of the roadway purchased by buyer and seller grants an easement in common with others to buyer over the half of the roadway retained by seller.

Seller agrees within 30 days of date hereof to provide buyer with a title report showing equitable title in seller to the herein described property subject to the claims of title in Anthony and Ruth Raggozine and subject to the liens herein described.

If buyer makes payment in full within 2 years of date of this agreement, seller agrees to discount balance by \$1,950.00.

Upon escrowing to Pioneer Title and Abstract Company of the unpaid balance hereunder, seller shall within 30 days pay the amount due under his contract with Anthony and Ruth Raggozine so as to clear title to property purchased by buyer.

If buyer makes payment of \$12,000.00 in addition to monthly payments herein reserved, Seller agrees to provide a quit claim deed of one acre of ground for each such \$12,000.00 payment.

Seller agrees to cooperate fully with the buyer to obtain a partial release from Anthony and Ruth Raggozine and any others having an interest in said property.

Seller agrees to apply any advance or acreage payments on his unpaid obligations to clear indebtedness against property purchased by the buyer.

Exhibit 2

14091

WARRANTY DEED

for no
E575-19-B

FORWARD F. HATCH and MARJORIE S. HATCH, his wife,

Grantor, of Utah County, State of Utah

hereby CONVEY AND WARRANT to
DANIEL LYNN SYCES, a single man

Grantee, of Provo Utah Utah
Street Address City County State

for the sum of TEN AND NO/100 DOLLARS

the following described tract of land in Utah County,
State of Utah, to-wit:

SEE EXHIBIT "A" ATTACHED

WITNESS THE HANDS of said Grantor, this 26 day of

May, A. D. 1975

Signed in the presence of

Forward F. Hatch

FORWARD F. HATCH - Grantor

Marjorie S. Hatch

MARJORIE S. HATCH - Grantor

STATE OF UTAH,
County of Utah } ss.

On the 26 day of May, A. D. 1975, personally appeared
before me, a Notary Public in and for the State of Utah,
FORWARD F. HATCH and MARJORIE S. HATCH

the signer of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

Notary Public



My commission expires 9/12/77

Residing at Provo, Utah

MAIL TAX NOTICE TO

BOOK 1426 PAGE 429

Exhibit 3

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 30th day of July, A. D., 19 73,
by and between Howard F. Hatch and Marjorie S. Hatch
hereinafter designated as the Seller, and Leon Peter Pierotti and Karen E. Pierotti *LPD*
his wife, as joint tenants with full rights of survivorship, *LPD*
hereinafter designated as the Buyer, of Provo, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer,
and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in
the county of Utah, State of Utah, to-wit: abt. 1525 S. Carterville Rd,
ADDRESS Orem, Utah
More particularly described as follows:

Beginning at a point on the East side of Carterville Road, which point
is North 892.56 feet and East 1371.90 feet, more or less, from the West
quarter corner of Section 25, Township 6 South, Range 2 East, SLB&M;
thence South 84 degrees 10½' East 100 feet along a fence; thence South 3
degrees 05' West 70 feet; thence North 84 degrees 10½' West 100 feet, thence
North 3 degrees 05' East 70 feet to point of beginning.
TOGETHER with all improvements thereon.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of _____
THIRTEEN THOUSAND FIVE HUNDRED * * * * * Dollars (\$13,500.00)
payable at the office of Seller, his assigns or order _____
strictly within the following times, to-wit: TWO THOUSAND DOLLARS (\$2,000.00)
cash, the receipt of which is hereby acknowledged, and the balance of \$ 11,500.00 shall be paid as follows:
\$113.25 or more on or before the 1st day of September, 1973 and \$113.25
or more on or before the 1st day of each and every month thereafter
until the full amount of principal and interest is paid.

Possession of said premises shall be delivered to buyer on the August 1st day of August, 19 73

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the
principal. Interest shall be charged from August 1, 1973 on all unpaid portions of the
purchase price at the rate of eight ½ per cent (8½ %) per annum. The Buyer, at his option at anytime,
may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage
or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future
installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according
to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture
hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Anthony
Ragozzine and Ruth Ragozzine with an unpaid balance of
\$10,403.29*, as of July 30, 1973

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said prem-
ises now in the process of being installed, or which have been completed and not paid for, outstanding against said prop-
erty, except the following none

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the
then unpaid contract balance hereunder bearing interest at the rate of not to exceed eight ½ percent
(8½ %) per annum and payable in regular monthly installments; provided that the aggregate monthly installment
payments required to be made by Seller on said loans shall not be greater than each installment payment required to be
made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such
loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property
subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obli-
gations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and
pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect
to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless
said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such
amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon
the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in ob-
taining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and
interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed
and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees
that there are no assessments against said premises except the following: none.

*A total obligation exists on this and an adjoining 6 1/2 acres of
\$51,629.25. The amount named above represents a proportionate amount
for the subject property arrived at by the following formula:
\$13,500 ÷ \$67,000 = 20.15% X \$51,629.25 = \$10,403.29.

UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate this 1st day of November, A.D., 19 71, by and between Anthony Ragozzine and Ruth Ragozzine, husband and wife hereinafter designated as the Seller, and Equitable Realty, Inc.

hereinafter designated as the Buyer, of 440 North University, Provo, Utah

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of Utah, State of Utah, to-wit: 1535 So. Riverside Dr. Orem, Ut.
More particularly described as follows:

See Exhibit A attached and made a part of this contract, including one and one fifth share's of West Smith Ditch water stock and the decreed water rights running with the land.

Sellers reserve unto themselves use and easement rights to the pump house, including pumps, septic tank and drain fields, pond, entrance drive and such water rights as have been customarily used to water lawns and shrubs surrounding home.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of Fifty-Five Thousand and no/100 * * * * * Dollars (\$55,000.00) payable at the office of Seller, his assigns or order strictly within the following times, to-wit: Four Hundred Fifty-Six & no/100 (\$ 456.00) cash, the receipt of which is hereby acknowledged, and the balance of \$ 54,544.00 shall be paid as follows: \$456.00 on or before December 1, 1971 and \$456.00 the first of each and every month thereafter until the entire principal balance including interest of 7% is paid in full.

Possession of said premises shall be delivered to buyer on the 1st day of November, 19 71

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from November 1, 1971 on all unpaid portions of the purchase price at the rate of seven per cent (7%) per annum. The Buyer, at his option at anytime, may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of Prudential Federal Savings and Loan with an unpaid balance of \$ 25,532.00 as of 1 June 1971 and \$4,354.84 to American Savings & Loan as of June 1, 1971

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except the following None

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the then unpaid contract balance hereunder bearing interest at the rate of not to exceed seven percent (7%) per annum and payable in regular monthly installments; provided that the aggregate monthly installment payments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by the Buyer under this contract. When the principal balance hereunder has been reduced to the amount of any such loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following:

No exceptions

Exhibit A.

EXHIBIT "A"

Legal description called for in paragraph 2 of attached contract by and between Anthony Ragozzine and Ruth Ragozzine, husband and wife, Seller, and Equitable Realty, Inc., Buyer, dated November 1, 1971.

Beginning at a point on the east side of the Carterville road, which point is north 520.03 feet and east 1351.86 feet from the west quarter corner of Section 25, Township 6 south, Range 2 east, Salt Lake Base & Meridian thence north 3 deg. 05' east along fence and Carterville road 372.53 feet; thence south 34 deg. 10 1/2' east 323.13 feet along a fence; thence north 41 deg. 57' east 61.04 feet along a fence; thence north 37 deg. 55' east 166.14 feet along a fence; thence north 52 deg. 18' east 37.64 feet along a fence; thence north 73 deg. 13' east 26.42 feet along a fence; thence north 83 deg. 51' east 59.36 feet along a fence; thence south 7 deg. 29' east 194.32 feet; thence South 13 deg. 01' west 83.42 feet; thence south 1 deg. 53' west 129.41 feet; thence south 16 deg. 38' east 67.57 feet; thence south 6 deg. 56' west 70.89 feet; thence south 24 deg. 42' east 113.45 feet; thence north 42 deg. 53' west 195.33 feet along a fence; thence south 6 deg. 16' west 41.96 feet along a fence; thence north 82 deg. 42' west 305.94 feet along a fence; thence north 88 deg. 03' west 33.77 feet along a fence to J. Theron Smith prop. thence north 2 deg. 12' east 90 feet along fence and said property line; thence north 35 deg. 18' west along a fence and property line 142 feet to beginning.

EXCEPTING THEREFROM the following described portion thereof together with all improvements therein: Beginning at a point North 620 feet and East 1667.4 feet from the West quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 76 feet; thence east 160 feet; thence South 136 feet; thence West 160 feet; thence North 60 feet to the point of beginning.

Sellers reserve the right for a period of 6 months to repurchase an undivided interest in the above described property. Interest so acquired may equal, but not exceed, 50% of the total property. The price and terms of the attached contract in such proportionate amounts as shall pertain. In the event a 50% interest is purchased, the agreed purchase price shall be 50% of the contract purchase price attached, or \$27,500.00. The monthly payment shall be 50% of that stipulated, and so forth.

In the event sellers exercise their option to repurchase an interest in said property as hereinabove provided, they further agree to reimburse Buyers 50% (or such per cent of interest acquired) of all expenses, costs, payments, or advances, etc., as shall have been incurred relative to said property or paid out less any income, credits, or receipts, etc. received. Such reimbursement to be made in cash as a single installment as such time as the option to repurchase is exercised.

CR
R.R.

7-11-72
SELLER HEREBY WAIVES ALL RIGHT AND INTEREST
TO REPURCHASE ANY INTEREST IN THE ABOVE STATED
PROPERTY AS AGREED TO THE IN THE PRECEDING
TWO PARAGRAPHS.

Anthony Ragozzine

WARRANTY DEED

E-575-10

aka ANTHONY RAGOZZINE
ANTHONY RAGOZZINE aka TONY RAGAZZINE and RUTH RAGOZZINE aka RUTH RAGAZZINE
aka RUTH W. RAGOZZINE, husband and wife,
Grantors, of Utah County, State of Utah

hereby CONVEY AND WARRANT to
HOWARD E. HATCH and MARJORIE S. HATCH, husband and wife

GranteeS., of _____ Utah _____ Utah
Street Address City County State

for the sum of TEN AND NO/100 _____ DOLLARS
the following described tract of land in _____ County,
State of Utah, to-wit:

SEE SCHEDULE "A" ATTACHED

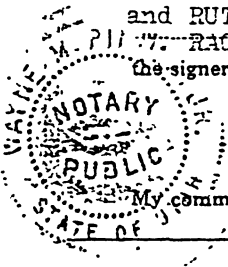
WITNESS THE HAND of said GrantorS. this 23rd day of
March, A. D. 1975

Signed in the presence of

Anthony Ragozzine
Ruth W. Ragozzine

STATE OF UTAH,
County of Utah } ss.

On the 23 day of March, A. D. 1975, personally appeared
before me, a Notary Public in and for the State of Utah, ANTHONY RAGOZZINE aka ANTHONY
and RUTH W. RAGOZZINE aka RUTH RAGOZZINE aka RUTH RAGAZZINE aka RUTH
the signer of the above instrument, who duly acknowledged to me that they executed the same.



My commission expires 9/13/77 Residing at _____
Notary Public

MAIL TAX NOTICE TO

BOOK 1470 PAGE 467